

VIGO COUNTY COUNCIL
July 27, 2010
5:00 P.M.

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VIGO COUNTY COUNCIL
Agenda
Tuesday, July 27, 2010 at 5:00 P.M.
Council Chambers, Vigo County Annex

1. Pledge of Allegiance
2. Calling of the roll
3. Corrections to the journal of the preceding meeting, if needed
 - a. June 22, 2010
4. Public comment
5. Communications from elected officials of the County
6. Communications from other officials or agencies
7. Reports from standing committees
8. Reports from select committees
9. Ordinances relating to appropriations
 - a. Budget Adjustment Committee
 - i. Additional Appropriation Ordinance 2010-27
 - ii. Additional Appropriation Ordinance 2010-28
 - iii. Additional Appropriation Ordinance 2010-29
 - iv. Additional Appropriation Ordinance 2010-30
 - v. Resolution of Re-Allocation of Existing Appropriation 2010-04
 - vi. Resolution of Re-Allocation of Existing Appropriation 2010-05
 - vii. Salary Ordinance 2010-10
 - viii. Salary Ordinance 2010-11
 - ix. Vigo County 2010 Salary Ordinance
 - x. Resolution 2010-09
 - xi. Resolution 2010-10
10. Honorary resolutions
11. Resolutions relating to fiscal policies of the Council
12. First reading by summary reference of proposed ordinances and resolutions
13. Appointments
14. Adjournment

NOTICE TO TAXPAYERS OF PROPOSED ADDITIONAL APPROPRIATIONS

Notice is hereby given the Taxpayers of Vigo County, Indiana, that the Vigo County Council will meet at the Vigo County Annex, 127 Oak Street, Terre Haute, Indiana at 5:00 pm on July 27, 2010 to consider the following appropriations in excess of the budget of the current year.

BUILDING INSPECTION

Equipment - New	\$7,019
TOTAL COUNTY GENERAL FUND	\$7,019

PARKS & RECREATION

Gasoline	\$20,000
TOTAL PARKS & RECREATION	\$20,000

CASA EXPANSION GRANT

Payroll	\$12,500
FICA	\$957
PERF	\$1,282
Group Insurance	\$4,250
TOTAL CASA EXPANSION GRANT FUND	\$18,989

REASSESSMENT

Contractual Services	\$260,000
TOTAL REASSESSMENT FUND	\$260,000

Taxpayers appearing at this meeting shall have the right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance. The DLGF will make a written determination as to the sufficiency of funds to support appropriations made within fifteen (15) days of receipt of the certified copy of the action taken.

TIMOTHY M. SEPRODI
VIGO COUNTY AUDITOR

TO BE PUBLISHED: Friday July 16, 2010
TRIBUNE-STAR

ADDITIONAL APPROPRIATION ORDINANCE 2010-27

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget, now, therefore:

SEC. 1. Be it ordained by the County Council of Vigo County, Indiana, that for the expenses of Vigo County General Fund the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same.

	<u>REQUESTED</u>	<u>APPROPRIATED</u>
<u>BUILDING INSPECTION</u>		
445-10 Equipment - New	\$7,019	
TOTAL COUNTY GENERAL FUND	\$7,019	

Approved on this 27th day of July 2010.

AYE

NAY

_____	Brad Anderson	_____
_____	Mark Bird	_____
_____	Bill Bryan	_____
_____	Tim P. Curley	_____
_____	Ed Ping	_____
_____	Darrick Scott	_____

Kathy Miller, President

Attest:

Timothy M. Seprodi
Vigo County Auditor

ADDITIONAL APPROPRIATION ORDINANCE 2010-28

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget, now, therefore:

SEC. 1. Be it ordained by the County Council of Vigo County, Indiana, that for the expenses of Vigo County Parks & Recreation Fund the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same.

	<u>REQUESTED</u>	<u>APPROPRIATED</u>
<u>PARKS & RECREATION</u>		
424-40 Gasoline	\$20,000	
TOTAL PARKS & RECREATION FUND	\$20,000	

Approved on this 27th day of July 2010.

AYE

NAY

_____	Brad Anderson	_____
_____	Mark Bird	_____
_____	Bill Bryan	_____
_____	Tim P. Curley	_____
_____	Ed Ping	_____
_____	Darrick Scott	_____

Kathy Miller, President

Attest:

Timothy M. Seprodi
Vigo County Auditor

Budget Adjustment

ADDITIONAL APPROPRIATION ORDINANCE 2010-29

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget, now, therefore:

SEC. 1. Be it ordained by the County Council of Vigo County, Indiana, that for the expenses of Vigo County CASA Expansion Grant Fund the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same.

	<u>REQUESTED</u>	<u>APPROPRIATED</u>
<u>CASA EXPANSION GRANT</u>		
400-10 Payroll	\$12,500	
415-21 FICA	\$957	
415-22 PERF	\$1,282	
415-23 Group Insurance	\$4,250	
TOTAL CASA EXPANSION GRANT FUND	\$18,989	

Approved on this 27th day of July 2010.

AYE

NAY

_____	Brad Anderson	_____
_____	Mark Bird	_____
_____	Bill Bryan	_____
_____	Tim P. Curley	_____
_____	Ed Ping	_____
_____	Darrick Scott	_____

Kathy Miller, President

Attest:

Timothy M. Seprodi
Vigo County Auditor

Budget Adjustment

ADDITIONAL APPROPRIATION ORDINANCE 2010-30

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget, now, therefore:

SEC. 1. Be it ordained by the County Council of Vigo County, Indiana, that for the expenses of Vigo County Reassessment Fund the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same.

	<u>REQUESTED</u>	<u>APPROPRIATED</u>
<u>REASSESSMENT</u>		
433-30 Contractual Services	\$260,000	
TOTAL REASSESSMENT FUND	\$260,000	

Approved on this 27th day of July 2010.

AYE

NAY

_____	Brad Anderson	_____
_____	Mark Bird	_____
_____	Bill Bryan	_____
_____	Tim P. Curley	_____
_____	Ed Ping	_____
_____	Darrick Scott	_____

Kathy Miller, President

Attest:

Timothy M. Seprodi
Vigo County Auditor

RESOLUTION OF RE-ALLOCATION OF EXISTING APPROPRIATION

2010-04

It has been shown that certain existing appropriations now have unobligated balances which will not be needed for the purposes which appropriated are hereby re-allocated in the following amounts:

	<u>REQUESTED</u>	<u>APPROVED</u>
<u>GUARDIAN AD LITEM</u>		
From: 323-323-40010 Payroll	\$5,000	
To: 323-323-43117 CASA Expansion Grant Match		\$5,000

Approved on this 27th day of July 2010.

AYE

NAY

	Brad Anderson	
	Mark Bird	
	Bill Bryan	
	Tim P. Curley	
	Ed Ping	
	Darrick Scott	

Attest:

Kathy Miller, President

Timothy M. Seprodi
Vigo County Auditor

RESOLUTION OF RE-ALLOCATION OF EXISTING APPROPRIATION

2010-05

It has been shown that certain existing appropriations now have unobligated balances which will not be needed for the purposes which appropriated are hereby re-allocated in the following amounts:

			<u>REQUESTED</u>	<u>APPROVED</u>
<u>TITLE IV-D PROSECUTOR</u>				
From:	001-270-44600	Office Machines	\$3,332.59	
	001-270-44200	Law Books	\$2.25	
	001-270-43020	Bonds	\$170.00	
To:	001-270-42100	Office Supplies		\$3,504.84

Approved on this 27th day of July 2010.

AYE

NAY

_____	Brad Anderson	_____
_____	Mark Bird	_____
_____	Bill Bryan	_____
_____	Tim P. Curley	_____
_____	Ed Ping	_____
_____	Darrick Scott	_____

Attest:

Kathy Miller, President

Timothy M. Seprodi
Vigo County Auditor

SALARY ORDINANCE 2010-10

SECTION 1. Be it ordained by the County Council of Vigo County, Indiana, that for the salaries of Vigo County Indiana, that for the salaries of the County Government Office Holders and the employees for the year ending December 31, 2010, the following sums of money are hereby appropriated and ordered set apart for the purposes specified, subject to the laws governing the same. Such sums herein appropriated shall be otherwise expressly stipulated for by law provided, however, that disbursements from each appropriated are further limited to the amounts listed for the detailed accounts making up such appropriation unless said accounts are increased or decreased in another ordinance or resolution by the County Council.

SECTION 2. That for the said fiscal year, there is appropriated out of the Vigo County Air Pollution Non-Reverting Fund the following:

<u>AIR POLLUTION NON-REVERTING</u>	<u>REQUESTED</u>	<u>APPROPRIATED</u>
Office Manager	Grade 10 Step 17	
Inspector	Grade 10 Step 26	
Inspector	Grade 10 Step 25	

Approved on this 27th day of July 2010.

AYE

NAY

_____	Brad Anderson	_____
_____	Mark Bird	_____
_____	Bill Bryan	_____
_____	Tim P. Curley	_____
_____	Ed Ping	_____
_____	Darrick Scott	_____

Kathy Miller, President

Attest:

Timothy M. Seprodi
Vigo County Auditor

SALARY ORDINANCE 2010-11

SECTION 1. Be it ordained by the County Council of Vigo County, Indiana, that for the salaries of Vigo County Indiana, that for the salaries of the County Government Office Holders and the employees for the year ending December 31, 2010, the following sums of money are hereby appropriated and ordered set apart for the purposes specified, subject to the laws governing the same. Such sums herein appropriated shall be otherwise expressly stipulated for by law provided, however, that disbursements from each appropriated are further limited to the amounts listed for the detailed accounts making up such appropriation unless said accounts are increased or decreased in another ordinance or resolution by the County Council.

SECTION 2. That for the said fiscal year, there is appropriated out of the Vigo County Highway III Fund the following:

<u>HIGHWAY III</u>	<u>REQUESTED</u>	<u>APPROPRIATED</u>
Mechanics	14.73/hr	

Approved on this 27th day of July 2010.

AYE

NAY

_____	Brad Anderson	_____
_____	Mark Bird	_____
_____	Bill Bryan	_____
_____	Tim P. Curley	_____
_____	Ed Ping	_____
_____	Darrick Scott	_____

Kathy Miller, President

Attest:

Timothy M. Seprodi
Vigo County Auditor

SALARY ORDINANCE 2010-11

SECTION 1. Be it ordained by the County Council of Vigo County, Indiana, that for the salaries of Vigo County Indiana, that for the salaries of the County Government Office Holders and the employees for the year ending December 31, 2010, the following sums of money are hereby appropriated and ordered set apart for the purposes specified, subject to the laws governing the same. Such sums herein appropriated shall be otherwise expressly stipulated for by law provided, however, that disbursements from each appropriated are further limited to the amounts listed for the detailed accounts making up such appropriation unless said accounts are increased or decreased in another ordinance or resolution by the County Council.

SECTION 2. That for the said fiscal year, there is appropriated out of the Vigo County Highway III Fund the following:

SECTION 3. Retro-active to the first pay in 2009.

	<u>REQUESTED</u>	<u>APPROPRIATED</u>
<u>HIGHWAY III</u>		
Mechanics	14.73/hr	

Approved on this 27th day of July 2010.

<u>AYE</u>		<u>NAY</u>
_____	Brad Anderson	_____
_____	Mark Bird	_____
_____	Bill Bryan	_____
_____	Tim P. Curley	_____
_____	Ed Ping	_____
_____	Darrick Scott	_____

Kathy Miller, President

Attest:

Timothy M. Seprodi
Vigo County Auditor

VIGO COUNTY 2010 SALARY ORDINANCE

Whereas, the Indiana Legislature adopted I.C. 36-2-3 et. seq. which establishes the Vigo County Council as the fiscal body of Vigo County; and

Whereas, I. C. 36-2-5-3 grants the Vigo County Council the power to:

- (1) fix the compensation of officers, deputies and other employees;
- (2) describe and classify positions and services;
- (3) adopt schedules of compensation; and
- (4) hire or contract for persons to assist in the development of schedules of compensation; and

Whereas, Vigo County Code 1-8-5 also acknowledges this power of the Vigo County Council to set salaries of the officers, deputies, and other employees of Vigo County; and

Whereas, in an attempt by the Vigo County Council to establish position descriptions and recognize that certain positions require more skill and employees should be compensated commensurate with their responsibilities; and

Whereas, longevity should also be recognized as part of a fair and equitable compensation plan;

Now therefore, be it ordained and enacted by the Vigo County Council:

1. For those employees in 2010 who are not covered by the 2010 grade and step salary schedule a compensation increase of 0.00 percent per annum over 2009.
2. For those employees in 2010, employed as attorneys in the office of the Public Defender, Public Defenders in 2009 will be compensated under the Vigo County Public Defender Plan. Base salary for public defenders will be increased 0.00 percent per annum over 2009.
3. For employees in positions in 2009 who were subject to the 2009 grade and step schedule a compensation computed thusly:
 - A. First, each employee remaining subject to the compensation schedule receives an additional longevity step over his or her step for the previous year.
 - B. Second, determine the grade of the employee position and the step as determined above, and refer to the attached schedule to find the compensation for the employee for the purpose of budget submissions for the calendar year of 2010.

C. Employees with a break in service with the County will receive credit for previous service with the County for the purpose of computation of longevity as it relates to the salary, if the time the employee was not employed by the County is less than half the time employed prior to the break in service.

4. A copy of the 2010 Council Approved Salary Schedule is attached as Exhibit A.
5. This ordinance does not apply to employees who are covered by collective bargaining agreement, sworn deputies of the Vigo County Sheriff's Department, persons whose compensation is governed by statute and part-time employees and Elected Officials.
6. That a workweek is hereby defined as thirty-five (35) hours. Overtime shall be paid at a rate of straight time for the first five (5) hours in each week and one and one-half (1 ½) times an employee's regular hourly wage for hours worked over 40 hours in each week..
7. That probation officers shall be paid pursuant to the 2010 Minimum Salary Probation Officers (a copy of which is attached as Exhibit B) or shall receive a 15% increase in their yearly salary, whichever is less.
8. Hourly employees of the Vigo County Highway Department covered by the collective bargaining unit of the Union shall receive in 2010 an increase of 0.00 percent per hour over the hourly rate paid in 2009.
9. Temporary employees and part time employees and extra help shall be paid at a rate of \$8.00 per hour.
10. Deputy County Assessors and Deputy Township Assessors that have achieved Level 2 certification shall receive \$500.00 in addition to the base salary.
11. New positions authorized for 2010 and the grade classifications are included on Exhibit C.
12. New positions authorized for 2010 and the authorized salaries for non-graded positions are included on Exhibit D.
13. Positions deleted for 2010 are included in Exhibit E.
14. The salaries of the Chief Deputies of the Auditor, Treasurer, Clerk, County Assessor, Recorder, and Surveyor will be set at the greater of either 80 percent of the salary of the elected official of the office or at the rate of the approved grade of the position and the current step of the employee.

RESOLUTION 2010-09

SECTION 1. In accordance with the 2010 Salary Ordinance as adopted on November 24, 2009, a position as been reviewed by the Personnel Committee of the Vigo County Council. The Committee has found the position to be necessary and has recommended to grant the authority to fill the position to the appropriate elected official or department head. The positon is as follows:

Treasurer

Information Clerk

Grade 7

Coroner

Deputy Coroner

\$5,345

Approved on this 27th day of July 2010.

AYE

NAY

<hr/>	Brad Anderson	<hr/>
<hr/>	Mark Bird	<hr/>
<hr/>	Bill Bryan	<hr/>
<hr/>	Tim P. Curley	<hr/>
<hr/>	Ed Ping	<hr/>
<hr/>	Darrick Scott	<hr/>

Kathy Miller, President

Attest:

Timothy M. Seprodi
Vigo County Auditor

Personnel

COUNTY COUNCIL RESOLUTION NO. 10

**A RESOLUTION OF THE COUNTY COUNCIL
OF VIGO COUNTY, INDIANA
PROVIDING PRELIMINARY APPROVAL OF THE
ISSUANCE OF BONDS FOR THE PURPOSE OF FINANCING
CERTAIN ECONOMIC DEVELOPMENT FACILITIES**

RESOLVED, by the County Council of Vigo County, Indiana (the "County Council" and "County," respectively), as follows:

WHEREAS, the County is authorized by Indiana Code 36-7-11.9 and 12, as supplemented and amended (the "Act"), to issue revenue bonds for the financing of economic development facilities, the funds from said financing to be used for the acquisition, construction, installation and equipping of said facilities or the refinancing of indebtedness incurred for such purpose or the reimbursement of the borrower of funds expended for such purpose, and said facilities to be either leased to another person or directly owned by another person; and

WHEREAS, The Sisters of Providence of Saint Mary's-of-the-Woods (the "Borrower") has advised the Vigo County Economic Development Commission (the "Commission") and the County that it proposes that the County issue and sell its economic development revenue bonds (the "Bonds") for the purpose of providing funds to the Borrower for the financing of certain economic development facilities to be owned and operated by the Borrower consisting of the renovation and equipping of an approximately 101,056 square foot housing and administrative services facility, known as Providence Hall, together with the purchase of furniture, fixtures and equipment for use therein, located at 1 Sisters of Providence, in Saint Mary-of-the-Woods, Vigo County, Indiana 47876 (the "Project"), and the Commission has adopted a Resolution, containing the requisite findings of the Commission, recommending that the County adopt a resolution giving preliminary approval to a proposed issuance of economic development revenue bonds for the financing of the Project; and

WHEREAS, it appears that the creation and retention of opportunities for gainful employment and the creation of business opportunities to be achieved by the Project will serve a public purpose and will be of benefit to the health and general welfare of the County; and

WHEREAS, the Project will be owned and operated by the Borrower for use as an economic development facility; and

WHEREAS, it appears that the Project will not have adverse competitive effect on any similar facility already constructed or operating in the County;

FURTHER RESOLVED, by the County Council of Vigo County, Indiana, as follows:

SECTION 1. The County Council finds, determines, ratifies and confirms that the creation and retention of opportunities for gainful employment and the creation of business opportunities to be achieved by the Project in the County will be of benefit to the health and general welfare of the citizens of the County; and that it is in the public interest that this County Council take such action as it lawfully may to encourage diversification of industry and promotion of job opportunities in and near said County.

SECTION 2. The County Council further finds, determines, ratifies and confirms that the issuance and sale of one or more series of economic development revenue bonds of the County under the Act in an amount not to exceed \$2,500,000 for the Project and the loan of the proceeds of the revenue bonds to the Borrower will serve the public purposes referred to above, in accordance with the Act.

SECTION 3. The proposed economic development facilities will not have an adverse competitive effect on any similar facilities already under construction or in operation in the County.

SECTION 4. In order to induce the Borrower to proceed with the Project, the County Council hereby finds, determines, ratifies and confirms that:

- (i) It will take or cause to be taken such actions pursuant to the Act as may be reasonably required to implement the aforesaid financing and refinancing, or as it may deem reasonably appropriate in pursuance thereof; provided that all of the foregoing shall be mutually acceptable to the County and the Borrower; and
- (ii) It will adopt such ordinances and resolutions and authorize the execution and delivery of such instruments and the taking of such action as may be reasonably necessary and advisable for the authorization, issuance and sale of said economic development bonds.

SECTION 5. All costs of the Project incurred for planning, engineering, interest paid during construction, underwriting expenses, attorney and bond counsel fees, acquisition, construction, installation and equipping of the Project, including reimbursement or repayment to the Borrower of moneys expended prior to the adoption by the County Council of this resolution will be permitted to be included as part of the Project costs to be financed out of the loan of the proceeds from the sale of the bonds to the extent permitted by the Act and applicable regulations promulgated under the Internal Revenue Code of 1986, as amended. This Resolution shall also be deemed to constitute a declaration of the County's official intent pursuant to Treasury Regulation Section 1.150-2 to permit the Borrower to be reimbursed from proceeds of the bonds for all expenditures for the Project paid during the period beginning sixty (60) days prior to the date hereof until the date of issuance of the bonds.

SECTION 6. All action taken and approvals given by the County with regard to the Borrower are based upon the evidence submitted and representations made by the Borrower, its agents or counsel to the Commission and the County. No independent examination, appraisal or inspection of the Project was made, requested, or is contemplated by the County.

SECTION 7. The County does not, by this or any other approval or finding, guarantee, warrant or even suggest that the bonds, coupons or series thereof will be a reasonable investment for any person, firm or corporation.

SECTION 8. The County shall not be obligated, directly or indirectly, to see to the application or use of the proceeds from the sale of the bonds or to see that the contemplated improvements, if any, are constructed. The County is in no way responsible to the holders of any bonds for any payment obligation created by the bonds.

EXCERPTS FROM THE MINUTES OF
A REGULAR MEETING OF THE COUNTY COUNCIL
OF VIGO COUNTY, INDIANA
HELD ON JULY 27, 2010

The County Council of Vigo County, Indiana (the "County Council") held a regular meeting on July 27, 2010 at 5:00 p.m. in the Vigo County Council Chambers at the Vigo County Annex Building, 650 South 1st Street, Terre Haute, Indiana, 47807.

The meeting was called to order by the presiding officer.

On call of the roll, members of the County Council were shown to be present or absent as follows:

Present:

Absent:

Other business was conducted.

Consideration was then given to the request from The Sisters of Providence of Saint Mary's-of-the-Woods (the "Borrower"), who requested the approval of the issuance of economic development revenue bonds in an amount not to exceed \$7,500,000 which request includes the includes the current refunding of the \$7,500,000 Variable Rate Demand Economic Development Revenue Bonds, Series 2001 (Sisters of Providence of Saint-Mary's of the Woods Project) (the "Prior Bonds") which are currently outstanding in the aggregate principal amount of \$7,500,000. The proceeds of the Prior Bonds were utilized to finance the renovation of an existing assisted living, health care facility known as Karcher Hall and the construction of an approximately 31-bed special care nursing facility, together with the purchase of furniture, fixtures and equipment for use therein, located at 1 Sisters of Providence, in St. Mary-of-the-Woods, Vigo County, Indiana 47876 (the "Project"). An inducement resolution previously adopted by the

EXCERPTS FROM THE MINUTES OF
A REGULAR MEETING OF THE COUNTY COUNCIL
OF VIGO COUNTY, INDIANA
HELD ON JULY 27, 2010

The County Council of Vigo County, Indiana (the "County Council") held a regular meeting on July 27, 2010 at 5:00 p.m. in the Vigo County Council Chambers at the Vigo County Annex Building, 650 South 1st Street, Terre Haute, Indiana, 47807.

The meeting was called to order by the presiding officer.

On call of the roll, members of the County Council were shown to be present or absent as follows:

Present:

Absent:

Other business was conducted.

Consideration was then given to the request from The Sisters of Providence of Saint Mary's-of-the-Woods (the "Borrower"), who requested the approval of the issuance of economic development revenue bonds in an amount not to exceed \$2,500,000 which request includes the financing of certain economic development facilities to be owned and operated by the Borrower consisting of the renovation and equipping of an approximately 101,056 square foot housing and administrative services facility, known as Providence Hall, together with the purchase of furniture, fixtures and equipment for use therein, located at 1 Sisters of Providence, in Saint Mary-of-the-Woods, Vigo County, Indiana 47876 (the "Project"). An inducement resolution previously adopted by the Vigo County Economic Development Commission recommending that the County Council proceed with the negotiations regarding the issuance of its economic development revenue bonds and the loan of the proceeds of such bonds to the Borrower in order

to finance the Project was presented to the County Council for consideration.

There was then presented a proposed resolution entitled:

“A RESOLUTION OF THE COUNTY COUNCIL OF VIGO COUNTY,
INDIANA PROVIDING PRELIMINARY APPROVAL OF THE
ISSUANCE OF BONDS FOR THE PURPOSE OF FINANCING
CERTAIN ECONOMIC DEVELOPMENT FACILITIES.”

After consideration of the proposed resolution, said resolution was approved and adopted
by the following vote:

Ayes:

Nays:

Abstaining:

Upon this motion and vote thereby, the County Council did approve and adopt a
resolution concerning the proposed financing of the Project for the Borrower.

The County Council then proceeded with other business to come before it.

I, Timothy M. Seprodi, the Auditor of Vigo County, Indiana, do hereby certify that the
above and foregoing is a true and exact excerpt of minutes of the meeting of the County Council
of Vigo County, Indiana, held on July 27, 2010, as such appears in the official minutes of said
County Council in my custody.

Timothy M. Seprodi, Auditor
Vigo County, Indiana



Vigo County Building Inspection

151 Oak Street, Terre Haute, Indiana 47807
Telephone: (812) 462-3365 Fax: (812) 231-5602

001-160

May 18, 2010

RE: Vigo County Code, Ordinance # 47 Weed and Vegetation Control Ordinance

To: Tim Seprodi, Vigo County Auditor

Due to budget cuts and the growing number of bankruptcies and foreclosures we need to look at a more economical solution to enforcing the weed ordinance. Last year our total grass cutting bills totaled \$24,170.00. This year our total budget for Code Enforcement is only \$13,000.00.

The Building Inspection Department would like to purchase lawn equipment and hire a part-time person to use in taking care of the growing number of problem properties that we have in the county.

We could purchase a zero turn lawn mower, a push mower and weed eater for \$7,018.96; the part-time help would be \$6,875.00 from May through September (115 days @ \$12.50 per hour, 25 hours per week)

We could also look at using help from the Community Corrections or inmates to use the push mower and weed eater. The work would be overseen by our Ordinance Enforcer.

While the cost of the mower and help would be a little bit over our budget for the year it will pay for itself, the purchase price of the mowing equipment is a one time expense.

Please contact Building Inspection with any questions.

Thank you,

A handwritten signature in cursive script that reads "David J. Reeves".

David J. Reeves
Vigo County Building Commissioner

RECEIVED
MAY 24 2010

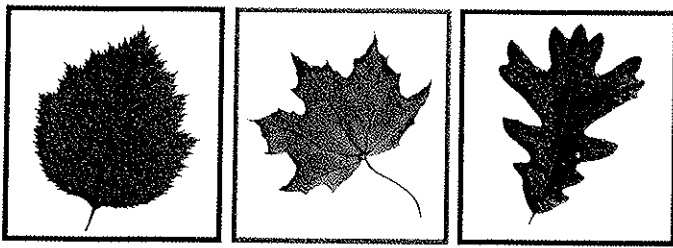
Timothy M. Seprodi
AUDITOR VIGO COUNTY

David Reeves ~ Building Commissioner

Ted Collins ~ Building Inspector

Dale Sowards ~ County Code Enforcement

Norma Parker ~ Office Manager



Vigo County
Parks and Recreation
Department

120-720

RECEIVED
MAY 20 2010
AUDITOR VIGO COUNTY
Timothy M. Seprodi

May 20, 2010

Mr. Timothy Seprodi
Vigo County Auditor
Vigo County Government Building
Terre Haute, IN 47807

Dear Mr. Seprodi,

The Vigo County Parks and Recreation Department would like to be put on the next available Vigo County Council call. We are requesting an appropriation from our operating balance of \$20,000.00 to Gasoline, #120-42440.

In 2009, the Vigo County Parks and Recreation Department spent \$27,068.59 in gasoline expenses. When the 2010 approved budget was received in the Parks and Recreation Department office, a drastic cut in the \$30,000.00 requested resulted in the approved amount of \$19,200.00. In response to this decrease, the Parks and Recreation Department Administration instituted new policies aimed at reducing gasoline expenses (see attached policies). In addition, the Assistant Superintendent relinquished six of the twelve months allocated for take-home vehicle use; from May-October the Assistant Superintendent travels to all county parks frequently.

The implemented policies are doing very little to render us capable of operating for 2010 with only \$19,200.00. Due to increased gas prices, the billing schedule of the gas vendor, and associated fees, our 2010 expenses have already exceeded comparable 2009 prices (see attached gasoline expenditures).

Our gasoline budget expands beyond vehicle usage. In order to maintain county park land to citizen expectations, we must also utilize gasoline for mowers, weed eaters, all terrain vehicles, heavy-duty equipment, chainsaws, etc. This level of gasoline usage is difficult to regulate for these required functions.

We greatly appreciate your understanding in consideration of this appropriation. I am happy to answer any questions that you may have regarding this request.

Sincerely,

Kara Kish
Kara Kish

Keith Ruble, Superintendent
Kara Kish, Assistant Superintendent

Vigo County Government Building
155 Oak Street, Terre Haute, IN 47807
Phone: 812-462-3392
Fax: 812-232-2862
www.vigocounty.in.gov

MEMO - VIGO COUNTY PARKS & RECREATION

TO: PARK STAFF
FROM: KARA KISH, ASSISTANT SUPERINTENDENT
SUBJECT: TRUCK USE
DATE: 1/6/2010
CC:

The following truck use policies will be effective immediately due to a drastic decrease in the gasoline budget for 2010.

Driving to 8:00 a.m. meetings:

Applicable to: Foreman, Maintenance Specialist, Mechanic, and all Seasonal Staff

Staff must drive their **PERSONAL** vehicles to the meeting and then to their primary work location.

Driving to mid-day meetings:

Applicable to: Foreman, Maintenance Specialist, Mechanic, and all Seasonal Staff

Staff may use a **PARK** vehicle to transport themselves from their primary work location to the meeting and to return to their primary work location. Only one (1) vehicle may be driven from each primary work location.

Driving to/from an alternate work location:

Applicable to: Foreman, Maintenance Specialist, Mechanic, and all Seasonal Staff

Employees may use a **PARK** truck to travel to an alternate work location if necessary **WITHIN** a single workday. Employees must use a **PERSONAL** vehicle if reporting to an alternate work location at 8:00 a.m., leaving at 4:00 p.m., or working at the alternate work location for the entire day.

Driving to Special Events:

Applicable to: Foreman, Maintenance Specialist, Mechanic, and all Seasonal Staff

Staff must drive their **PERSONAL** vehicles to and from the Special Event.

Driving within the park:

Applicable to: Foreman, Maintenance Specialist, Mechanic, and all Seasonal Staff (excludes Security)

When the temperature (wind chill) is above 20 degrees Fahrenheit, PARK trucks may ONLY be used when a Kubota and/or Mule is unavailable or inappropriate.

Driving outside of the park:

Applicable to: Foreman, Maintenance Specialist, Mechanic, and all Seasonal Staff

PARK trucks may **ONLY** be used on Shopping Days or when requested to come to the Office.

Any employee found in violation of the policies above will face appropriate consequences in accordance with the Vigo County Discipline Process.

MEMO - VIGO COUNTY PARKS & RECREATION

TO: PARK STAFF
FROM: KARA KISH, ASSISTANT SUPERINTENDENT
SUBJECT: SHOPPING DAYS
DATE: 1/6/2010
CC:

Due to a drastic decrease in the gasoline budget, a "Shopping Day" must be established. **Effective immediately, ONE shopping trip per park may be made ONLY on Mondays.** Foreman and staff are responsible for planning appropriately or to arrange delivery, if free. Exceptions will be made **ONLY** when Keith or Kara are available to pick up the item and deliver it to the park or due to an unforeseen emergency.

Vigo County Parks & Recreation Department

Gasoline Expenditures

	Year 2009	Year 2010
January	\$ 1,016.44	\$ 2,241.03
February	\$ 1,229.82	\$ 2,126.17
March	\$ 802.75	\$ 1,573.42
April	\$ 1,682.96	\$ 2,503.85
May	\$ 2,796.54	\$ 2,285.91
June	\$ 739.18	
July	\$ 4,776.20	
August	\$ 3,004.91	
September	\$ 3,056.89	
October	\$ 2,913.56	
November	\$ 2,433.21	
December	\$ 2,616.13	
TOTAL	\$ 27,068.59	\$ 10,730.38

Variables:

January 2010: Received bills for December 2009 fill-ups (did not occur in January 2009)

Gas Prices

Different Fuels

Federal Leaking Underground Storage Tank Fees

Indiana Inspection Fees

Indiana Gasoline Road Tax

MEMORANDUM

TO: County Council Members

FROM: Nikki Fuhrmeister
CASA

RE: New Fund line and appropriation of new grant money

DATE: May 28, 2010

Vigo County CASA has been awarded \$30,000 for the renewal Expansion Grant. The grant period award is July 1, 2010 to June 30, 2011. Please establish a new fund for this grant for reporting purposes to the National CASA Association. We are to provide 25% of the original grant which was \$40,000, so I am also asking that \$5,000 be transferred into that new fund from the 323-323-40010 payroll line. This is money that was distributed to GAL from the Indiana State Office. There is ample money that was appropriated into the 2010 budget to cover this request and no new county funds are requested.

Also, I would like to have authority to spend the following amount for the remainder of the 2010 year. The remaining amount to be appropriated will be included in the 2011 budget.

Personnel Services	\$12,500
Fica	957
Insurance	4,250
Perf	1,282
TOTAL	\$18,869

Thank you for your consideration of this request.

GM

BLISS·McKNIGHT®

*transfer from PR to
Grant match line*

*18,869
18,869
3738*

1-800-322-3391

Insurance and Risk Management for Local Governments



RECEIVED
MAY 28 2010
Jessica M. Spivey
AUDITOR VIGO COUNTY



Vigo County Assessor

189 Oak Street ~ Terre Haute, Indiana 47807
Phone (812) 462-3358 ~ Fax (812) 238-1217

Deborah J Lewis ~ Assessor

Susan McCarty ~ Chief Deputy

June 7, 2010

Mr. Tim Seprodi
Vigo County Auditor
131 Oak Street
Terre Haute, IN 47807

030-801

Mr. Seprodi,

The Vigo County Assessor would like to be placed on the next County Council Call for the following:

Pursuant to IC 6-1.1-4-4 and 50 IAC 2.4 all counties in the State of Indiana are required to commence the 2012 Reassessment on July 1, 2010. Also pursuant to IC 6-1.1-4-18.5(b) Vigo County has entered into a contract with Indiana Assessment Services to meet that mandate.

The work must begin on July 1, 2010 and be completed on March 1, 2012.

We are requesting an additional appropriation in the Reassessment Fund, Contractual Services, 433-30 in the amount of \$260,000.00 in order to begin the 2012 General Reassessment on July 1, 2010.

Sincerely,

A handwritten signature in cursive script, appearing to read "Deborah J. Lewis".

Deborah J. Lewis



Information Maintained by the Office of Code Revision Indiana Legislative Services Agency
IC 6-1.1-4

Chapter 4. Procedures for Real Property Assessment

IC 6-1.1-4-1

Place of assessment; person liable

Sec. 1. Real property shall be assessed at the place where it is situated, and it shall be assessed to the person liable for the taxes under IC 1971, 6-1.1-2-4.

(Formerly: Acts 1975, P.L.47, SEC.1.)

IC 6-1.1-4-2

Assessment of property held by fiduciary

Sec. 2. Real property which is controlled by an executor, administrator, guardian, trustee, or receiver shall be assessed to the executor, administrator, guardian, trustee, or receiver.

(Formerly: Acts 1975, P.L.47, SEC.1.)

IC 6-1.1-4-3

Heirs or devisees; assessment

Sec. 3. (a) The undivided real property of a deceased person which is not under the control of an executor or administrator may be assessed to the decedent's heirs or devisees without designating the heirs or devisees by name. The real property may be assessed in this manner until notice of:

- (1) the division of the property;
- (2) the names of the heirs or devisees; and
- (3) the portion of the property belonging to each heir or devisee;

is given to the auditor of the county or counties in which the real property is situated.

(b) Each heir or devisee is liable for the total taxes imposed on the undivided real property of a decedent. If an heir or devisee pays the total taxes, he may recover from each other heir or devisee:

- (1) the other heir's or devisee's share of the total taxes; and
- (2) interest on the amount referred to in clause (1) of this subsection.

In addition, the heir or devisee who pays the taxes acquires the lien for the taxes paid on the property interest of the other heirs or devisees.

(Formerly: Acts 1975, P.L.47, SEC.1.) As amended by Acts 1977, P.L.2, SEC.5.

IC 6-1.1-4-4

Schedule of general reassessment of real property; notice to assessing officials; assessed value based on estimated true tax value

Sec. 4. (a) A general reassessment, involving a physical inspection of all real property in Indiana, shall begin July 1, 2010, and each fifth year thereafter. Each reassessment under this subsection:

(1) shall be completed on or before March 1 of the year that succeeds by two (2) years the year in which the general reassessment begins; and

(2) shall be the basis for taxes payable in the year following the year in which the general assessment is to be completed.

(b) In order to ensure that assessing officials are prepared for a general reassessment of real property, the department of local government finance shall give adequate advance notice of the general reassessment to the assessing officials of each county.

(c) For a general reassessment that begins on or after July 1, 2010, the assessed value of real property shall be based on the estimated true tax value of the property on the assessment date that is the basis for taxes payable in the year following the year in which the general reassessment is to be completed. *(Formerly: Acts 1975, P.L.47, SEC.1.) As amended by Acts 1978, P.L.32, SEC.4; Acts 1980, P.L.36, SEC.1; P.L.62-1983, SEC.1; P.L.332-1989(ss), SEC.3; P.L.6-1997, SEC.13; P.L.198-2001, SEC.7; P.L.90-2002, SEC.30; P.L.245-2003, SEC.3; P.L.228-2005, SEC.3; P.L.146-2008, SEC.64; P.L.136-2009, SEC.1; P.L.182-2009(ss), SEC.85.*

IC 6-1.1-4-4.5

Annual adjustment of assessed value of real property; state review and certification; base rate methodology; adjustment in assessed value based on estimated true tax value

Sec. 4.5. (a) The department of local government finance shall adopt rules establishing a system for annually adjusting the assessed value of real property to account for changes in value in those years since a general reassessment of property last took effect.

(b) Subject to subsection (e), the system must be applied to adjust assessed values beginning with the 2006 assessment date and each year thereafter that is not a year in which a reassessment becomes effective.

(c) The rules adopted under subsection (a) must include the following characteristics in the system:

(1) Promote uniform and equal assessment of real property within and across classifications.

(2) Require that assessing officials:

(A) reevaluate the factors that affect value;

(B) express the interactions of those factors mathematically;

(C) use mass appraisal techniques to estimate updated property values within statistical measures of accuracy; and

(D) provide notice to taxpayers of an assessment increase that results from the application of annual adjustments.

(3) Prescribe procedures that permit the application of the adjustment percentages in an efficient manner by assessing officials.

(d) The department of local government finance must review and certify each annual adjustment determined under this section.

(e) In making the annual determination of the base rate to satisfy the requirement for an annual adjustment under subsection (a), the department of local government finance shall determine the base rate using the methodology reflected in Table 2-18 of Book 1, Chapter 2

of the department of local government finance's Real Property Assessment Guidelines (as in effect on January 1, 2005), except that the department shall adjust the methodology to use a six (6) year rolling average instead of a four (4) year rolling average.

(f) For assessment dates after December 31, 2009, an adjustment in the assessed value of real property under this section shall be based on the estimated true tax value of the property on the assessment date that is the basis for taxes payable on that real property.

As added by P.L.198-2001, SEC.8. Amended by P.L.245-2003, SEC.4; P.L.228-2005, SEC.4; P.L.136-2009, SEC.2.

IC 6-1.1-4-4.6

Department of local government finance setting of annual adjustment factors if county assessor fails to set; equalization of factors; notice and hearing; applicability

Sec. 4.6. (a) If a county assessor fails before July 2 of a particular year to prepare and deliver to the county auditor a complete detailed list of all of the real property listed for taxation in the county as required by IC 6-1.1-5-14 and at least one hundred eighty (180) days have elapsed after the July 1 deadline specified in IC 6-1.1-5-14 for delivering the list, the department of local government finance may develop annual adjustment factors under this section for that year. In developing annual adjustment

under section 4.5 of this chapter, a township assessor (if any) and a county assessor may employ:

- (1) deputies;
- (2) employees; and
- (3) technical advisors who are:
 - (A) qualified to determine real property values;
 - (B) professional appraisers certified under 50 IAC 15; and
 - (C) employed either on a full-time or a part-time basis, subject to sections 18.5 and 19.5 of this chapter.

(b) The county council of each county shall appropriate the funds necessary for the employment of deputies, employees, or technical advisors employed under subsection (a) of this section.

(Formerly: Acts 1975, P.L.47, SEC.1.) As amended by P.L.228-2005, SEC.7; P.L.146-2008, SEC.70.

IC 6-1.1-4-17 Version a

Professional appraisal; approval by department of local government finance

Note: This version of section effective until 1-1-2010. See also following version of this section, effective 1-1-2010.

Sec. 17. (a) Subject to the approval of the department of local government finance and the requirements of section 18.5 of this chapter, a county assessor may employ professional appraisers as technical advisors for assessments in all townships in the county. The department of local government finance may approve employment under this subsection only if the department is a party to the employment contract.

(b) A decision by a county assessor to not employ a professional appraiser as a technical advisor in a general reassessment is subject to approval by the department of local government finance.

(c) As used in this chapter, "professional appraiser" means an individual or firm that is certified under IC 6-1.1-31.7.

(Formerly: Acts 1975, P.L.47, SEC.1.) As amended by P.L.62-1983, SEC.2; P.L.6-1997, SEC.16; P.L.90-2002, SEC.38; P.L.228-2005, SEC.8; P.L.146-2008, SEC.71.

IC 6-1.1-4-17 Version b

Department of local government finance approval of employment of professional appraisers; department approval only if party to the contract; department approval of county decision to not employ professional appraiser in general reassessment

Note: This version of section effective 1-1-2010. See also preceding version of this section, effective until 1-1-2010.

Sec. 17. (a) Subject to the approval of the department of local government finance and the requirements of section 18.5 of this chapter, a county assessor may employ professional appraisers as technical advisors for assessments in all townships in the county. The department of local government finance may approve employment under this subsection only if the department is a party to the employment contract and any addendum to the employment contract.

(b) A decision by a county assessor to not employ a professional appraiser as a technical advisor in a general reassessment is subject to approval by the department of local government finance.

(c) As used in this chapter, "professional appraiser" means an individual or firm that is certified under IC 6-1.1-31.7.

(Formerly: Acts 1975, P.L.47, SEC.1.) As amended by P.L.62-1983, SEC.2; P.L.6-1997, SEC.16; P.L.90-2002, SEC.38; P.L.228-2005, SEC.8; P.L.146-2008, SEC.71; P.L.182-2009(ss), SEC.87.

IC 6-1.1-4-18

Repealed

(Repealed by P.L.198-2001, SEC.122.)

VIGO COUNTY CONTRACT FOR 2012 REASSESSMENT

This Contract is entered into this 30th day of MARCH 2010, by and between Indiana Assessment Service the "Contractor" of 1611 MAIN ST, ROCHSTER, IN the Vigo County Assessor and the Board of County Commissioners of Vigo County, Indiana (hereinafter jointly and severally the "County", which term shall also mean Vigo County, Indiana), and the Department of Local Government Finance (the "Department"), a party for the limited purposes of approving the employment of the Contractor and exercising statutory oversight pursuant to I.C. 6-1.1-4-17(a).

RECITALS

- A. The County has determined it is in the County's best interest to employ the Contractor as a technical advisor pursuant to the provisions of I.C. 6-1.1-4-17 for the purpose of completing the 2012 General Reassessment as required by I.C. 6-1.1-4-4 (b) and 50 IAC 2.4;
- B. The County has advertised for bids as required by I.C. 6-1.1-4-18.5 (b) and has fulfilled all other statutory conditions precedent to the employment of a technical advisor;
- C. The Contractor is a Professional Appraiser as the term is defined in I.C. 6-1.1-4-17(c) and I.C. 6-1.1 -31.7, is certified by the Department pursuant to 50 IAC 15-4 and was the lowest and best bidder meeting all the requirements under law for serving as a technical advisor in the assessment of Property;
- D. The County is awarding the bid to the Contractor, and the Contractor is willing to contract with the County subject to the terms and conditions of this Contract;
- E. This Contract is subject to the provisions of 50 IAC 15, and the Contractor will comply with the provisions of 50 IAC 15 in connection with this Contract; and
- F. The Department has final approval authority for the employment of Contractor pursuant to this Contract, and, as a signatory to the Contract, has the right to exercise its statutory right of oversight of the performance of the Contractor as contemplated by I.C. 6-1.1-4-17(a).

AGREEMENT

In consideration of the promises, mutual covenants and obligations of the parties,
the County, the Department and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS.

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Contract.

ARTICLE 2. DUTIES OF THE CONTRACTOR.

- A. The Contractor shall provide technical assistance to the County in connection with the general reassessment of real property in the County for the Assessment Year of 2012, as requested and assigned by the authorized designee of the County, under the terms and provisions of this Contract, in accordance with and furtherance of all rules governing the assessment of real property promulgated by the Department, and all other applicable laws, statutes, ordinances, or administrative rules.
- B. The class(es) of property to be reviewed by the Contractor under this Contract are limited to Residential, Agricultural, Commercial, Industrial, Utility and Exempt.
- C. For the class(es) of property listed in paragraph 2(b) of this Contract the Contractor will complete all responsibilities imposed upon an assessing official under I.C. 6-1.1-4 and 50 IAC 2.4 regarding the assessment of real property for the 2012 general reassessment, unless specifically retained by the County as listed in paragraph 3 of this Contract, including but not limited to:
 - (1) Perform the drive-by and/or physical inspection, as that term is defined in the Request for Bids issued by the County and which gave rise to this Contract, which definition is incorporated by reference herein, of all real property in the County, which physical inspection shall be completed on or before February 1, 2012.
 - (2) Recommend to the Assessor of the County the True Tax Value, as that term is defined in the 2012 Real Property Assessment Manual and Guidelines, of all parcels using the guidelines determined by the Department.
 - (3) Compliance with I.C. 6-1.1-4-4 (b), to physically inspect all real property, may be satisfied using various approaches. The following is a list of suggestions:
 - (a) As a basic procedure, visually inventory the property with the property record card in hand, and confirm that all buildings, structures and improvements ("improvements") are properly described on the property record card, and

- (i) if any improvements do not appear to be properly described, take the necessary measurements to properly describe the improvements on the property record card;
- (ii) if any improvements do not have photographs attached to the property record card, and the Assessor believes it is appropriate to have a photograph of the improvements, take the photograph and include it with the property record card; and
- (iii) if any buildings or structures have been added to the land that do not appear to be fully described, exterior measurements must be obtained. If the Assessor believes an interior inspection is desirable, seek the **permission** of the owner to enter the building or structure. If no owner or representative of the property is present, leave a printed form such as a door hanger requesting the property owner or representative contact the Contractor to make arrangements for the in-structure inspection. The printed form shall make clear that the property owner/representative may choose to not have an interior inspection.

(b) As an alternative to on-site inspections, the following procedures are suggested:

- (i) x *[Check if the County requires the Contractor to comply with these procedures.]* If the County has a construction permit process and maintains active updating of property record cards, physical inspection may include review of building permits, sales disclosure forms, and multiple listing service property data, and inspection of aerial photography. A visual inspection of the property from the street is desirable, but may not be necessary in every case. In cases where the Contractor does not intend to send an employee to the property, a written explanation shall be provided to the Assessor, to which the Assessor shall consent in writing.
- (ii) x *[Check if the County requires the Contractor to comply with these procedures.]* If the County does not have a construction permit process and does not actively update property record cards, Contractor's personnel shall make a visit to each property as described in 3 (a) above.
- (iii) *[Check if the County requires the Contractor to comply with these procedures.]* If the County records available are less than a construction permit process and active updating of property record cards, but more informative than no current records, the Contractor shall perform the duties of physical inspection by classes described as follows:
 - (i) Agricultural: See item number 21. B. in the Request for Bids 2012 Property Reassessment Vigo County Indiana

- (ii) Residential: See item number 21. A. in the Request for Bids 2012 Property Reassessment Vigo County Indiana
 - (iii) Commercial: See item number 21. C. in the Request for Bids 2012 Property Reassessment Vigo County Indiana
 - (iv) Industrial: See item number 21. D. in the Request for Bids 2012 Property Reassessment Vigo County Indiana
 - (v) Exempt: See item number 21. G. in the Request for Bids 2012 Property Reassessment Vigo County Indiana
- (4) Adequately provide for the creation and transmission of real property assessment data in the form required by the Legislative Services Agency and the division of data analysis of the Department.
 - (5) File appraisal reports with the County Assessor as follows:
 - (a) the appraisals for one-fourth (1/4) of the total parcels shall be reported before November 1, 2010;
 - (b) the appraisals for one-half (1/2) of the total parcels shall be reports before April 1, 2011;
 - (c) the appraisals for three-fourths (3/4) of the parcels shall be reported before September 1, 2011; and
 - (d) the appraisals for all parcels shall be reports before February 1, 2012.
 - (6) In preparing the appraisals utilize cost and depreciation tables set forth in the 2012 Real Property Assessment Manual and Guidelines.
 - (7) The County Assessor will perform ratio studies using the methods or combination of methods acceptable under the Standard on Ratio Studies published by the International Association of Assessing Officials ("IAAO") or other acceptable appraisal methods approved by the Department.
 - (8) Use a valuation date of March 1, 2012.
 - (9) The County Assessor will use verified sales of properties occurring within two (2) calendar years preceding the relevant valuation date in performance of the ratio studies.
 - (a) Sales occurring before or after the assessment date shall be trended if appropriate, in accordance with the IAAO standard and the time adjusted sales price shall become the basis for all ensuing analysis.
 - (b) If available sales data are insufficient to satisfy the IAAO standard, the Contractor may use sales from earlier or more recent time periods, or

both, by adjusting and time trending the sales data as described in the IAAO standard.

(c) If the Contractor determines that there are insufficient commercial and/or industrial improved property sales in order to determine an annual adjustment factor, and the Department and the County expressly approve the Contractor's determination in writing, the Contractor shall review one (1) or more of the following to derive an annual adjustment factor:

- (i) Marshall and Swift cost and depreciation tables from the last quarter of the calendar year preceding the assessment date.
- (ii) Income data, rental data, market value appraisals, and other relevant evidence derived from appeals of the most recent assessment date and adjusted, as applicable, to January 1 of the year preceding the assessment date.
- (iii) Commercial real estate reports.
- (iv) Governmental studies.
- (v) Census data.
- (vi) Multiple listing services (MLS) data.
- (vii) The independent study performed by the Indiana Fiscal Policy Institute.
- (viii) Other information or data to determine an annual adjustment factor.

- (10) Review all neighborhood delineations for the specified class(es) of property established for the most recent assessment date to determine if any adjustments or alterations are desirable.
- (11) Review all land values for the specified class(es) of property established for the most recent assessment date to determine if any modifications are needed in order to promote uniform and equal assessments.
- (12) The County Assessor will review ratio studies for each listed property class and examine the coefficient of dispersion and price related differential to determine if an annual adjustment factor should be applied and determine the appropriate annual adjustment factor if required.
- (13) The County Assessor will notify the County and the Department if any ratio study reveals a coefficient of dispersion and/or price related differential that is outside the appropriate ranges set in 50 IAC 21-11-1 and recommend appropriate actions to address any identified irregularities in accordance with the procedures set forth in 50 IAC 21.
- (14) The County Assessor will conduct any required stratifications and perform ratio studies for each strata until the Contractor determines the properties that are causing a coefficient of dispersion and/or price related differential that is outside

of the acceptable range and then make necessary refinements to the valuation for all similarly situated properties.

- (15) No later than fifteen (15) business days prior to March 1, 2012, the Contractor shall submit to the County and the Department all parcel data in the specified formats as required by I.C. 6-1-4-25 which are set forth at 50 IAC 23 and on the Department web site at www.in.gov/dlgf/4702.htm to be utilized by the Department and the Legislative Services Agency ("LSA") in accordance with I.C. 6-1.1-33-5.3.
 - (16) The Assessor will verify all sales disclosure forms and forward to the Contractor that the County received under I.C. 6-1.1-5.5-3.
 - (17) No later than fifteen (15) days before March 1, 2012 the Contractor must submit to the County all sales disclosure data for the period of the reassessment in the electronic format specified by the Department.
- D. All direct assessment activities, those activities necessary to make the actual valuation of the property, must be performed by a level two assessor-appraiser certified under I.C. 6-1.1-35.5. All work performed under this Contract must be organized, supervised, or reviewed by a level two assessor-appraiser certified under I.C. 6-1.1-35.5. Additionally, a level two assessor-appraiser certified under I.C. 6-1.1-35.5 must personally fulfill the following duties: (1) final review recommendations, (2) subjective parcel and neighborhood rating review to include grade, and condition, (3) statistical analysis for neighborhood factoring, (4) statistical analysis for land order modification, (5) statistical analysis on obsolescence applied to commercial and industrial properties.
- E. Administrative personnel employed by the Contractor may be used to fulfill the following duties: (1) general data review, (2) general quality control and (3) general office duties.

ARTICLE 3. RESPONSIBILITIES OF THE COUNTY.

The Contractor will not be responsible for the duties contained in I.C. 6-1.1-4 that are retained by the County for performance by the County Assessor's staff or are contracted by the County to a third party, as follows:

- A. Duties retained by the County for performance by the County Assessor's staff:
- (1) Send notices of assessment to each affected taxpayer pursuant to I.C. 6-1.1-4-22 (a) and (b).
 - (2) Maintain an electronic data file of (a) the parcel characteristics and parcel assessment of all parcels, and (b) the personal property return characteristics and assessment by return, for the County as of the assessment date.
 - (3) Maintain the electronic file in a form that formats the information in the file with the standard data, field, and record coding required and approved by (a) the Legislative Services Agency, and (b) the Department.
 - (4) Transmit the data in the file with respect to the assessment date of March 1, 2012 to the Legislative Services Agency and the Department in a manner that meets the data

export and transmission requirements in a standard format, as prescribed by the office of technology established by I.C. 4-13.1-2-1 and approved by the Legislative Services Agency.

(5) Resubmit the data in the form and manner required under this subsection, upon request of the Legislative Services Agency or the Department, if data previously submitted under this subsection does not comply with the requirements of this subsection, as determined by the Legislative Services Agency or the Department. An electronic data file maintained for a particular assessment date may not be overwritten with data for a subsequent assessment date until a copy of an electronic data file that preserves the data for the particular assessment date is archived in the manner prescribed by the office of technology established by I.C. 4-13.1-2-1 and approved by the Legislative Services Agency.

B. Duties to be contracted to a third party: None.

ARTICLE 4. FINAL AUTHORITY TO DETERMINE ADJUSTMENT FACTOR.

The final determination of the appropriate adjustment factors and assessed values are and shall remain the responsibility of the County Assessor.

ARTICLE 5. CONTRACT REPRESENTATIVE.

The County Assessor shall be the Contract Representative to serve as the primary contact person for the County under the Contract.

ARTICLE 6. CONTRACTOR EMPLOYEES – PROJECT MANAGER.

The Contractor shall assign by name an Indiana Level II County Assessor/Appraiser as project manager. The assigned Indiana Level II County Assessor/Appraiser shall be: JASON STOFFEL and the current contact information for the assigned person is:

Address: INDIANA ASSESSMENT SERVICES
1411 MAIN ST.

ROCHESTER, IN 46975

Work tel: 574-228-4777

Cell tel: 574-453-8856

DLGF Student ID #: 4088

Date of issuance of Level II County Assessor/Appraiser Certificate: 7/2004

ARTICLE 7. WORK PLAN.

Attached hereto, and incorporated fully herein as Exhibit A is the Work Plan developed and approved by the Contractor and the County setting forth the schedule for the completion of work under this Contract. The Contractor and the County warrant and represent that the Work Plan ensures that all values generated by any form of assessment under this Contract will be completed before such values are required by the Department in order to set tax rates.

ARTICLE 8. PERFORMANCE BOND.

The Contractor shall purchase a performance bond from a surety licensed to do business in the State of Indiana. The performance bond shall be in the same amount as the price of this contract and shall entitle the County to call upon the surety to complete the contract in one of three ways: 1) the surety completes the contract by hiring a completion contractor; 2) the surety and the County choose a new contractor to complete the contract and the surety pays the costs; or 3) the County alone chooses a new contractor and the surety pays the costs. If the surety chooses to complete the contract by hiring a completion contractor, the surety assumes the same risk as the original Contractor. The performance bond shall be attached as Exhibit B and incorporated by reference to this Contract. Or in lieu of performance bond, the county will retain 10% of the monthly invoice until satisfactory completion of the project.

ARTICLE 9. IDENTIFICATION.

All field personnel involved with performance of work for the Contractor shall carry identification cards, which will include a photograph of the individual and the County Assessor's signature. All automobiles used by field personnel shall be marked appropriately and registered with the County Sheriff's office, with local police departments located within the county, and with the County Assessor's office.

ARTICLE 10. OFFICE SPACE; COMPUTER SUPPORT.

The County will provide the Contractor with office space and computer support in connection with the performance of this Contract, except as specifically set forth in the Work Plan attached hereto as Exhibit A.

ARTICLE 11. WORK PRODUCT DELIVERY.

The Contractor shall be responsible for the delivery of the following products to the County at the completion or termination of this Contract, including all medium in which the materials may be retained:

- A. documentation of procedures used throughout the reassessment program;
- B. any and all training materials and manuals used to train the Contractor's staff;
- C. all field worksheets for each parcel of real property;
- D. all maps and/or other information provided for the Contractor by the County Assessor;
- E. all information gathered, created, or reviewed for the verification of sales disclosure; forms, neighborhood delineations, land values, and/or any time adjustments to sales prices, and
- F. all ratio studies and supporting documentation.

ARTICLE 12. CONTRACTOR SUPPORT FOR APPEALS.

The duties of Contractor in this paragraph:

- A. The Contractor shall provide five (10) eight hour business days for support of values after mailing of Notices of Assessment, Form 11s, utilizing personnel familiar with the entire annual adjustment process, including reinspection of property or explanation of ratio studies as may be needed. Days required above the five (10) business days shall be provided at the request of the Assessor at a rate of \$ 600.00 per business day.
- B. If an assessed value recommended by the Contractor is appealed to any reviewing body, the Contractor or its employee or representative shall, if at least ten (10) days notice is given to the Contractor, appear at any hearing scheduled on the appeal of the parcel to explain its calculations and defend the recommendation. A fee of \$ 600.00 per day shall be paid to the Contractor for services rendered in connection with the assistance on the appealed parcel. This duty of the Contractor shall terminate when all appeals have been resolved.

ARTICLE 13. CONSIDERATION.

The County shall pay the Contractor as a fee \$ 598,950.00 in full payment for the complete performance of all duties, responsibilities and activities set out in this Contract and on the Work Plan mutually agreed to under paragraph 7 of this Contract. The fee shall be paid in the manner set forth in paragraph 15 below.

ARTICLE 14. CONDITION OF PAYMENT.

All services provided by the Contractor must be performed to the reasonable satisfaction of the County and the Department, as determined at their sole discretion and in reliance upon all applicable federal, state, local laws, ordinances, rules and regulations. The County shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state or local statute, ordinance, rule or regulation.

ARTICLE 15. TIME AND MANNER OF PAYMENT.

The Contractor shall be paid as follows:

- A. At the end of each month, the Contractor shall submit a claim for payment for work completed under the Contract during that month. The amount of each monthly payment is subject to the completion percentage requirements set forth in the Work Plan, subject to approval by the County, and is subject to full compliance with all other obligations under this Contract. Approval shall be based on the monthly progress reports submitted by the Contractor and on the County's inspection of the Contractor's assessment records, and the submission of the

reports to the Board of County Commissioners. Payment shall be made to the Contractor within 45 days after approval by the County.

- B. If all work is not completed under this Contract by the completion date specified in paragraph 18 of this Contract or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments may be suspended until all work has been satisfactorily completed and approved by the County and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within 45 days after that approval by the County, subject to other terms of this Contract.

ARTICLE 16. PENALTIES.

Pursuant to I.C. 6-1.1-4-19.5(b)(2), payments due under this Contract shall be reduced by the amount of \$200.00 per business day that any part of the performance by the Contractor remains incomplete after the due date specified in this Contract.

ARTICLE 17. PROFESSIONAL APPRAISER CERTIFICATION; CONTRACT VOID ON REVOCATION.

- A. A material inducement for entering into this Contract is that the Contractor has been certified as a "Professional Appraiser" under I.C. 6-1.1-31.7 and 50 IAC 15-4 in order to enter into this Contract. The Contractor represents and warrants that he/she is certified as a "Professional Appraiser" at the time of entering into this Contract.
- B. Contractor will take all steps necessary to maintain such certification throughout the term of this Contract. Contractor shall immediately notify the County and the Department in writing of any circumstance or occurrence jeopardizing [his/her/its] certification status, or if any Notice is issued to the Contractor pursuant to 50 IAC 15-3-6(b).
- C. Pursuant to I.C. 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds if the Contractor's certification as a Professional Appraiser is revoked.

ARTICLE 18. TERM OF CONTRACT.

The Contractor shall commence work under this Contract within ten (10) days of the date of approval by the Department of Contractor's employment pursuant to this Contract. The Contractor shall complete all work to be performed under this Contract, other than assistance required in regard to an appeal filed under I.C. 6-1.1-15, before March 1, 2012.

ARTICLE 19. CONTRACT REPORTS AND MONITORING.

- A. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. Contractor shall make such materials available at its office at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the Department or its authorized designees. Copies shall be furnished at no cost to the Department if requested.
- B. The Contractor shall provide written progress reports to the County and Board of County Commissioners in a form reasonably prescribed by the County. The reports must include the number of parcels being reviewed by the Contractor and the status of the work being done. The County and Board of County Commissioners may require additional information be included in the reports. The Contractor shall submit the reports to the County, within three (3) business days of receipt of a request. The Contractor will submit the written progress reports on or before the seventh (7th) day of the month for the previous month's progress.
- C. The County and Board of County Commissioners may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The County and members of the Board of County Commissioners may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.
- D. As required by I.C. 6-1.1-4-19.5(b)(7) the Contractor shall give unrestricted access to his/her/its work product to the Department and to Legislative Services Agency.

ARTICLE 20. WORK STANDARDS.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the County becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the County may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

ARTICLE 21. CHANGES IN WORK.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the County. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This

Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

ARTICLE 22. AUTHORITY TO BIND CONTRACTOR.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the County and the Department.

ARTICLE 23. CONFIDENTIALITY OF INFORMATION.

- A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the County and the Department.
- B. The parties acknowledge that the services to be performed by Contractor for the County under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the County or the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the County agree to comply with the provisions of I.C. 4-1-10 and I.C. 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

ARTICLE 24. OWNERSHIP OF DOCUMENTS AND MATERIALS.

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the County and the Department and all such materials will be the property of the County and the Department. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the County and the Department, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the County or the Department and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the County and the Department full, immediate, and unrestricted access to the work product during the term of this Contract.

ARTICLE 25. DELAYS.

- A. Whenever the Contractor or the County have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within thirty (30) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.
- B. In the event of a delay by the Department of Local Government Finance, legislative action or court rulings, the County and the Contractor reserves the right to re-negotiate all terms of the Contract including costs.

ARTICLE 26. DISPUTES.

- A. Should any disputes arise with respect to this Contract, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the County or the Contractor as a result of such failure to proceed shall be borne by the Contractor.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon issuance of written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification, to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Department of Local Government Finance. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the County within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is requested within ten (10) working days, the parties may

mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party, may submit the dispute to an Indiana court of competent jurisdiction.

The County may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

ARTICLE 27. TERMINATION FOR CONVENIENCE BY COUNTY.

This Contract may be terminated, in whole or in part, by the County or the Department whenever, for any reason, the County or the Department determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The County will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

ARTICLE 28. TERMINATION FOR DEFAULT BY COUNTY.

If the County, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

ARTICLE 29. AUDITS.

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with I.C. 5-11-1, *et. seq.* and audit guidelines specified by the State.

ARTICLE 30. COMPLIANCE WITH LAWS.

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.

- B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or County. The Contractor agrees that any payments currently due to the State of Indiana or County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.
- C. The Contractor certifies, warrants and represents that it has no current, pending or outstanding criminal, civil or enforcement actions initiated by the State of Indiana or County, and that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana or County. Contractor agrees that it will immediately notify the County and the Department of any such actions and during the term of such actions, the County or the Department may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or County, the County may delay, withhold, or deny work to the Contractor.
- E. The Contractor warrants that the Contractor shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.
- F. The Contractor affirms that, if it is an entity described in I.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

ARTICLE 31. TAXES.

The County is exempt from most state and local taxes and many federal taxes. The County and the Department will not be responsible for any taxes levied on the Contractor as a result of this Contract.

ARTICLE 32. INDEPENDENT CONTRACTOR.

- A. The parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.
- B. The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

ARTICLE 33. CONTRACTOR ASSIGNMENT, SUCCESSORS AND SUBCONTRACTING.

The Contractor shall not assign or subcontract the whole or any part of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

ARTICLE 34. FORCE MAJEURE.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

ARTICLE 35. GENERAL PROVISIONS.

- A. Entire Agreement. This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.
- B. Waiver of Rights. No right conferred on either party under this Contract shall

be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County and the Department in accordance with applicable law for all damages to the County or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.

- C. Severability. In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- D. Amendment. No supplement, modification or amendment of this Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.

ARTICLE 36. GOVERNING LAW.

This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.

ARTICLE 37. NOTICE TO PARTIES.

Whenever any notice, statement or other communication, including changing contact information, is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the County shall be sent to:

Name: Deborah Lewis
Title: Vigo County Assessor
Organization: Vigo County Assessor
Address: Vigo County Annex Building
189 Oak Street
City/State/Zip: Terre Haute, IN 47807
Tele: 812-462-3358
Fax:
Email: Debbie.Lewis@VigoCounty.IN.Gov

B. Notices to the Contractor shall be sent to:

Name: *Edward J. Bisch, Jr*
Title: *President*
Organization: *Indiana Assessment Service*
Address: *1611 MAIN ST*
City/State/Zip: *Rockstar, IN 46975*
Tele: *574-223-4777*
Fax: *574-224-4777*
Email: *LINKIAS@HOTMAIL.COM*

C. Notices to the Department shall be sent to:

Timothy J. Rushenberg, General Counsel
Department of Local Government Finance
Indiana Government Center North
100 North Senate Avenue, Rm. 1058B
Indianapolis, Indiana 46204
317-233-6770 voice
317-232-8779 fax
Email: trushenberg@dlgf.in.gov

ARTICLE 38. MAINTAINING A DRUG-FREE WORKPLACE.

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the County and the Department within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the County or the Department, and through it, the State, for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the County and Department in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction.
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

ARTICLE 39. INDEMNIFICATION.

The Contractor agrees to indemnify, defend, and hold harmless County and the Department, their agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. County and the Department shall **not** provide such indemnification to the Contractor.

ARTICLE 40. INSURANCE.

- A. The Contractor shall carry automobile, public liability and workers compensation insurance in the amounts as follows:

Type Coverage Amount

The Professional Appraiser will carry automobile, public liability and Workers' Compensation in the minimum amounts as follows:

TYPE	COVERAGE	AMOUNT
Automobile	Bodily Injury	\$100,000/\$300,000
Automobile	Property Damage	\$100,000
Public Liability		\$100,000/\$300,000
Workers' Compensation		Statutory Requirements

- B. The Contractor's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

(3) The County and the Department will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County and the Department under this Contract shall not be limited by the insurance required in this Contract.

(4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned County and Department.

- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the County or the Department to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the County and the Department before the commencement of this Contract.

ARTICLE 41. NONDISCRIMINATION.

Pursuant to the Indiana Civil Rights Law, specifically including I.C. 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with

respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

ARTICLE 42. TRAVEL.

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions.

ARTICLE 43. COPY OF CONTRACT TO DEPARTMENT OF LOCAL GOVERNMENT FINANCE.

The County Assessor shall provide to the Department of Local Government Finance a copy of the executed contract, including documentation of the performance bond, within forty-five (45) days of the contract's execution.

ARTICLE 44. AFFIRMATION THAT MODEL CONTRACT LANGUAGE HAS NOT BEEN ALTERED.

The individual executing this Contract on behalf of the Contractor affirms, for himself/herself and for the Contractor, that the language of the Model Contract as displayed on the Department's website on the date of execution of this Contract has not been altered, modified, changed or deleted in any way except for the following:

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the Contractor and the County have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

(Contractor:)

By: [Signature]
Printed Name: Edward J. Bisch, Jr
Title: President
Date: 3/30/2010
Level II County Assessor/Appraiser Student ID #: 425

(Assessor:)

By: [Signature]
Printed Name: Deborah J. Lewis
Title: County Assessor
Dated: March 30, 2010

Vigo County Board of County Commissioners

By: [Signature] Dated: 3/30/2010
Commissioner

By: [Signature] Dated: 3/30/2010
Commissioner

By: _____ Dated: _____
Commissioner

Department of Local Government Finance:
Pursuant to I.C. 6-1.1-4-17(a) Approves the
Employment of Contractor

By: [Signature]
Printed Name: Brian E. Bailey
Title: Interim Commissioner
Date: (Effective Date) 04/30/10

PROPOSAL

BY

INDIANA ASSESSMENT SERVICE

FOR

PROFESSIONAL SERVICES – VIGO COUNTY 2012 REASSESSMENT

VIGO COUNTY, INDIANA

TO

BOARD OF COMMISSIONERS OF VIGO COUNTY

VIGO COUNTY COMMISSIONERS
VIGO COUNTY ANNEX BUILDING
189 OAK STREET
TERRE HAUTE, IN 47807

**REQUEST FOR BIDS FOR
2012 PROPERTY REASSESSMENT
VIGO COUNTY, INDIANA**

1. INVITATION TO SUBMIT BIDS

The Assessor of Vigo County is undertaking a reassessment program of all real property and land to achieve and maintain equitable assessments pursuant to I.C. 6-1.1-4-17 and according to all rules and regulations set forth by the Department of Local Government Finance (DLGF). Personal property will not be included within the scope of this project.

Where the words "Professional Appraiser" are used herein, it will mean a Professional Appraiser as that term is defined in I.C. 6-1.1-4-17 and certified under I.C. 6-1.1-31-7. A Professional Appraiser must be certified as a Level II Assessor-Appraiser in order to be eligible to submit a bid. Any Professional Appraiser wishing to submit a bid will submit a qualifications package, including the following information:

- Company Overview. Profiles of the appraisal company, its principals, key personnel, qualifications and experience.
- Evidence of the company's ability to perform the work, including lists of complete and current projects, as well as references of previous clients with similar projects.
- The Professional Appraiser must also be able to supply its valuation techniques with a demonstration of understanding the project and data gathering methods to Vigo County.

The Professional Appraiser must submit a complete response to all requirements set forth in this Request for Bids (RFB). All bids will be considered as long as they meet the standards contained in this RFB. These bid specifications will be interpreted as part of the contract. There will be no exceptions to the specifications, unless documented as a revision by the County before the contract award or by mutual agreement between the County and the Professional Appraiser documented in the contract.

Response:

Indiana Assessment Service has documentation confirming certification as Professional Appraiser by the Department of Local Government Finance (DLGF).

Indiana Assessment Service employs qualified personnel certified as Level II Assessor/Appraiser(s). Indiana Assessment Service submits a Qualifications Package including the following information: profiles of the appraisal company, its principals, key personnel, qualifications and experience, demonstration of understanding of the project including staff available and proposed for assignment to the project, data gathering methods, valuation techniques and references including previous clients with similar projects. (See Attachment "A")

The prices submitted in the Professional Appraiser's bid proposal must be guaranteed for a period of ninety (90) days from delivery of the bid.

The costs incurred by the Professional Appraiser in responding to this RFB may not be charged to Vigo County.

The contents of the bid specifications will be considered as contractual obligations. Failure to meet these obligations may result in cancellation of the contract.

Vigo County reserves the right to reject any and all proposals received in response to this request. Vigo County is not necessarily bound to award the contract solely on the basis of this request or otherwise pay for the information solicited or obtained.

Format for RFB. Each bid should be submitted in the following order:

- A. Letter of Transmittal
- B. Cost Summary
- C. Detailed Proposal
- D. Qualifications Package

The act of submitting a bid in response to this RFB may be construed by the County as the bidder's representation that the bidder is fully knowledgeable of the County's requirements.

The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the County against any demand for payment for use of any patented material, process, article, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract.

Professional Appraisers interested in providing these technical services are invited to view the property record cards, maps, computer systems, and all other appropriate information that will assist them in preparing their bid.

Each bid will specifically state that the reassessment of real property by the Professional Appraiser will be in the nature of assistance to the Assessor to arrive at a proper valuation. All decisions for final assessed valuation of properties, forms, records, and supplies to be furnished will be made by the Assessor.

2. **SUBMISSION OF BIDS**

Bids will be accepted at the following place, date, and time:

Place: Vigo County Assessor

Vigo County Annex Building, 189 Oak Street, Terre Haute, IN 47807

Date: on or before March 29, 2010

Time: 9:00 a.m.

Opening: The bids will be opened at a meeting of the Vigo County Commissioners to be held on March 29, 2010 beginning at 9:00 a.m. EST in the Vigo County Annex Building. One original and two (2) copies of the bid shall be submitted in a sealed envelope, which is clearly marked:

“Bid for Professional Services – Vigo County 2012 Reassessment”

Any bid received after the stated date and time will be returned to the Professional Appraiser unopened. This applies to bids sent by mail, as well as those which are hand delivered. Facsimile bids are not acceptable.

Any Bidder may withdraw a bid by written request at any time prior to bid opening.

Telegraphic bids are not acceptable and telephone or telegraphic amendments or withdrawals will not be accepted under any circumstances.

Negligence on the part of the Professional Appraiser in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

3. **BONDING**

The Professional Appraiser may, within ten (10) days after the execution of the agreement, provide the Assessor with a standard performance bond stated in dollars from a corporate surety authorized to act in Indiana.

The amount of the bond will be the amount of consideration established in the contract, and the bond will remain in effect for at least six (6) months after the completion date.

Or in lieu of performance bond, the county will retain 10% of the monthly invoice until satisfactory completion of the project.

Response:

Indiana Assessment Service understands, in lieu of a performance bond, the County will retain ten percent (10%) of the monthly invoice contractual fee until the Assessor determines the satisfactory completion of the project.

4. EVALUATION OF BIDS

All eligible bids submitted will be carefully evaluated by the Assessor and the Board of Commissioners. The Assessor and the Commissioners reserve the right to reject any and all bids and to select the bid that will provide the best overall service to the citizens and taxpayers of Vigo County.

During the period of time in which bids are being evaluated, it is requested that all Professional Appraisers refrain from contact with the Assessor and the Board of Commissioners by phone or in person so that a fair and effective determination can be made. The Assessor and the Board of Commissioners, however, reserve the right to contact a Professional Appraiser for bid interpretation or clarification if deemed necessary.

5. OBJECTIVE/PROGRAM DEFINITION

The objective of this project will be that the Professional Appraiser will gather sufficient facts, information, and data, coupled with the proper analysis, in order to aid in the determination of the assessed value of each parcel, land valuation, and real property improvements. The Professional Appraiser will be required to follow the Constitution and laws of the State of Indiana. Value estimates will be established following the rules, forms, schedules, standards, and provisions set forth by the Department of Local Government Finance of Indiana.

Response:

Indiana Assessment Service (IAS) has in-depth knowledge of the functions required to conduct a countywide general reassessment of all property types. IAS completed the reassessment of four Indiana counties (Benton, Huntington, Dekalb and Steuben) for the 2002 general reassessment.

IAS also successfully developed Land Value Base Rates for the 2002 reassessment of twelve Indiana counties including: Benton, Clay, DeKalb,

Henry, Huntington, Kosciusko, LaPorte, Porter, Pulaski, Steuben, White and Vigo.

6. LAND VALUATION (ORDER)

The Professional Appraiser will complete all land valuation work and have final land values ready for submission on or before November 1, 2011, or other mutually agreed date.

The Assessor will provide the Professional Appraiser with any and all sales disclosure forms and information attached with the corresponding/matching property record cards.

The Assessor will provide the Professional Appraiser up to two (2) complete sets of any and all County maps as needed and requested by the Professional Appraiser, such as township, taxing district and city. Maps should show lot dimensions, acreage amounts, parcel/plot numbers and zoning information and should be easy to read and reproducible.

The Assessor will provide assistance in resolving inconsistencies in information, including the research of sales transactions, utility costs, and well or septic information. The Assessor will be responsible for researching and providing documentation supporting the cost incurred to make vacant parcels buildable (water wells, septic systems, and connection fees and hookups to public water and sewage utility systems). The Assessor will provide this supporting documentation to the Professional Appraiser.

The Assessor will provide any and all information from the previous land commission and/or the current land valuation information and supporting documentation, including a copy of the existing land order.

The Assessor will record sales information (date of sale, sale price) from the sales disclosure forms on the County maps. The Assessor will create a sales data sheet; assign a reference number on sales data corresponding with the maps, and group by neighborhood and/or geographic location.

The Professional Appraiser will be responsible for analyzing the sales using the appropriate method. The Professional Appraiser will provide abstracts of improved sales, where necessary, in establishing land pricing to the various classes of real property for various land uses (excluding agricultural land).

The Professional Appraiser, in establishing final values, will consider all relevant factors tending to influence the market value of land, including, but not limited to, size, shape, topography, drainage, utility connections, street or roads, land patterns, neighborhood types and trend, depreciation studies of residential improvements,

amenities, zoning restrictions, easements, hazards, and other influencing factors for each geographic area, where appropriate.

The Professional Appraiser will determine the neighborhood market index for all residential neighborhoods for 2012 payable 2013.

The Professional Appraiser will use all necessary schedules, tables, charts, and procedures which will be obtained from 50 IAC 2.4 rules and regulations and in compliance with I.C. 6-1.1-4-13.6 for valuing of land, lots, and the various depths, accesses, frontage, and irregular shapes.

If there are less than three percent (3%) of sales analyzed of the total number of parcels within a neighborhood or in similar neighborhoods represent the values for said neighborhood, the Assessor will be responsible for written findings or an opinion of land value as of March 1, 2012 from a local licensed real estate broker.

Sale disclosure forms used in the determination of land values by the Professional Appraiser must be adjusted for time of sale to make them reflect market conditions as of March 1, 2012. Final land value prices established by the Professional Appraiser will be posted to the land maps (when available), referenceable to the neighborhood code by geographic area, supporting the summary report to be submitted to the Property Tax Assessment Board (PTABOA) for approval.

The Professional Appraiser will provide the Property Tax Assessment Board of Appeals a copy of the maps showing the neighborhood boundaries, base rate and assigned code.

The final determination of land values is and will remain the responsibility of the Assessor.

The Professional Appraiser will submit the values of land to the Vigo County Assessor and the Vigo County Property Tax Assessment Board of Appeals (PTABOA) by no later than November 1, 2011.

The Professional Appraiser will provide support to the (PTABOA), upon request of the Vigo County Assessor, of the public hearing for the established land value base rates, influence factors and neighborhood delineations to be held by the PTABOA between November 1, 2011 and December 1, 2011.

Response:

Indiana Assessment Service will complete all land valuation work and have final land values ready for submission to the Assessor and Property Tax Assessment Board of Appeals (PTABOA) on or before November 1, 2011.

Indiana Assessment Service will provide support to the PTABOA, upon request of the Vigo County Assessor, for the public hearing for the established land value base rates to be held by the PTABOA between November 1, 2011 and December 1, 2011.

Indiana Assessment Service will prepare the Vigo County 2012 Land Valuation Order by:

- analyzing vacant and improved sales data from the valid sales disclosures with the corresponding/matching property record cards;
- adjusting the disclosed sales price to exclude the marketable value of the improvements and any personal property included in the sale;
- sorting the sales disclosures/property record cards by township, taxing unit and currently defined neighborhood number;
- analyzing land value ratio information for each neighborhood and applying those ratios to each sale and use those ratios to establish the land values for each of those neighborhoods;
- creating a sales data sheet by township, taxing unit and property class to provide supporting documentation for residential platted lots; homesite acreage values and homesite excess acreage values; commercial/industrial platted lots; commercial/industrial acreage values including primary, secondary, usable undeveloped and unusable undeveloped values;
- developing the land value base rates and write the land value base rate on the frontage street on each value neighborhood's map;
- preparing a 2012 Land Valuation Order as support documentation for each township, taxing district and defined neighborhood number.

Indiana Assessment Service will determine the neighborhood market index for all residential neighborhoods for 2012 payable 2013.

Indiana Assessment Service will review sales disclosure forms used in the determination of land values and will time adjust (as necessary) the sale price to be reflective of market conditions as of March 1, 2012.

Indiana Assessment Service will consider and document all relevant factors tending to influence the market value of the land in establishing the final values.

Indiana Assessment Service will apply the information provided by the Assessor of the documentation supporting the cost incurred to make vacant parcels buildable (water wells, septic systems, and connection fees and hookups to public water and sewage utility systems).

7. **PARCEL COUNT FOR REASSESSMENT**

The Professional Appraiser will provide the Assessor with all necessary data for entry into the County's computer system in order to establish the recommended true tax value and assessed value of each parcel of residential, commercial, agricultural, industrial and public utility/railroad property located within Vigo County.

The Professional Appraiser will provide the necessary information with respect to parcels that are exempt from property Taxes. Government exempt parcels may be from scratch. Recommended assessments will be determined in accordance with regulation, instructional bulletins, and directions from the Department of Local Government Finance.

The numbers of parcels subject to assessment (adjusted by 3% increase) are estimated as follows:

Residential:

- | | |
|----------------|--------|
| • Improved | 34,592 |
| • Non-improved | 8,039 |

Agricultural:

- | | |
|----------------|-------|
| • Improved | 2,372 |
| • Non-improved | 6,343 |

Commercial/Industrial:

- | | |
|----------------|-------|
| • Improved | 3,265 |
| • Non-improved | 1,351 |

Exempt:

- | | |
|-------------------------|-------|
| • Improved/Non-improved | 3,933 |
| • Non-improved | |

TOTAL PARCELS

59,895

The counts above include an allowance for a three percent (3%) increase in parcel count due to splits. Parcels created in excess of these numbers will be assessed at a rate of _____ for residential, _____ for agricultural, _____ for commercial/utility/railroad/exempt, and _____ for industrial per parcel for each parcel over the counts stated in each category above.

Response:

For parcels in excess of the above stated numbers, Indiana Assessment Service will be assess at a rate of \$8.00 (eight dollars) for residential, \$8.00 (eight dollars) for agricultural, \$18.00 (eighteen dollars) for commercial/exempt, and \$32.00 (thirty two dollars) for industrial per parcel for each parcel over the counts stated in each category above.

8. SUBCONTRACTING

The Professional Appraiser must obtain approval from the Assessor before subcontracting all or any portion of the contract. This limitation will not apply to the purchase of standard supplies or raw materials.

If subcontractors are used, the Professional Appraiser is responsible for contract performance, compliance with terms and conditions of the contract, and the requirements of federal and state equal opportunity and affirmative actions statutes, rules, and regulations.

9. NONDISCRIMINATION

The Professional Appraiser and its subcontractors, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his hire or tenure or with respect to the terms, conditions, and privileges of his employment because of his race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Any person, firm, or corporation submitting a bid will submit with same either their latest certification of compliance issued by a Federal, State, or local civil rights enforcement agency or, if no such certification is available, the company or firm's Affirmative Action Plan set forth as policy will be provided. This plan must comply with standards for contract compliance established by the State of Indiana Department of Civil Rights.

10. CONFIDENTIAL NATURE OF APPRAISAL DATA

The Professional Appraiser will assure that no individual on the Professional Appraiser's staff will disclose any appraisal information to any individual, firm, or corporation other than appropriate public officials and their authorized agents. Any data that is to be released will be provided to the Assessor who will provide for its release.

11. **PROJECT TIME SCHEDULE**

The reassessment contract should be started on July 1, 2010 so that the contract can be carried out and completed by February 28, 2012, or a later date if set by the State of Indiana. On that date, the final work product as specified in this RFB will be delivered to the County Assessor.

The Professional Appraiser will be responsible for the development of a reassessment Work Plan culminating in the completion of the project on the completion date. The Work Plan will show all important dates relative to the reassessment project, and it will be developed in conjunction with the Assessor so that key review dates may be established between the Professional Appraiser and the Assessor. The objective of this Work Plan will be to provide the Assessor and the Professional Appraiser with a specific date upon which various activities are to take place and an opportunity to monitor the progress of the reassessment project utilizing an agreed upon schedule.

Response:

Indiana Assessment Service will begin the functions relating to the 2012 Reassessment on July 1, 2010 so that the contract can be completed by February 28, 2012 and the final work product be delivered to the County Assessor.

12. **OFFICE SPACE AND TELEPHONE**

The County will be responsible for providing sufficient office space, computers, printers, copiers, furniture, file cabinets, internet service and utilities for representatives of the Professional Appraiser to receive and process records throughout the contract period. The County will provide telephone service in the office space for communicating with taxpayers and the Assessor.

13. **TAX MAPS AND PROPERTY DATA**

The County will furnish a copy of all current tax maps and a copy of the land value maps. The County will furnish a copy of the existing property record cards and any associated documentation of property characteristics. The County will also provide the Professional Appraiser access to the County's computerized property records. The maps and property data will be furnished to the Professional Appraiser within thirty (30) days after signing of the contract.

14. **PHOTOGRAPHS**

The Professional Appraiser will provide digital photos and download photos on a disc for the Assessor. The Professional Appraiser will provide one (1) front photo of all residential and agricultural primary structures; and multi photos (all exterior

walls) of all commercial and industrial structures sufficient to capture all primary buildings. Each photo will be imprinted with a number corresponding to a like number on the property record card.

Response:

Indiana Assessment Service will provide digital photos and download photos on a disc for the Assessor. Indiana Assessment Service will provide one (1) front photo of all residential and agricultural primary structures; and multi photos (all exterior walls) of all commercial and industrial structures sufficient to capture all primary buildings. Each photo will be imprinted with a number corresponding to a like number on the property record card. Indiana Assessment Service understands the Assessor will upload photos to the County CAMA system.

15. SUPPLIES

The County will be responsible for all State-prescribed forms (paper stock for the property record cards, Form 11s with postage, etc) and the processing of the forms at the completion of the project.

The Professional Appraiser will provide all necessary field and project office supplies (measuring tapes, clipboards, etc.)

Response:

Indiana Assessment Service will provide all necessary field and project office supplies to the IAS Reassessment team staff.

16. SPLITS AND TRANSFERS

The Assessor's office will be responsible for advising the Professional Appraiser on a monthly basis of any combination or division of real property. The Professional Appraiser will update its records so that all property records will be correct up the tax lien date.

Response:

Indiana Assessment Service will update records so that all property records will be correct up to the tax lien date.

17. REPORTS

The Professional Appraiser will be required to submit to the Assessor for approval a Work Plan outlining a schedule for the completion of work designated in the contract.

The Professional Appraiser will be required to submit monthly progress reports under the contract. The reports will demonstrate whether the Professional Appraiser is adhering to the work schedule outlined in the Work Plan.

The Professional Appraiser will schedule, upon notice from the Assessor, a monthly and/or quarterly meeting with the Assessor. This meeting will be held to keep the Assessor informed of the progress being made in the reassessment project and to discuss any problems that may arise. In addition to records, the quality of the work performance and adherence with contractual specifications and approved procedures will be evaluated by the Assessor. The Professional Appraiser will provide access to all records requested for the purpose of program monitoring and quality control checks.

Response:

Indiana Assessment Service will prepare a Work Plan within 30 (thirty) days, after receiving the Commissioners signed 2012 Real Property Reassessment Contract, outlining a schedule for the completion of the Reassessment project to the Assessor for her review and approval.

Indiana Assessment Service will submit written progress reports along with an invoice on the first day of each month to the Assessor for the purpose of project monitoring. Indiana Assessment Service will extend its full cooperation to the Assessor by providing access to all program related records for the purpose of monitoring quality, performance and progress.

Indiana Assessment Service will attend, upon notice from the Assessor, a monthly and/or quarterly meeting with the Assessor.

18. PUBLIC RELATIONS

The Professional Appraiser will not be responsible to administer a comprehensive program of public information and public relations during the reassessment project. The County Assessor will be responsible for all functions of public relations in this reassessment process. The County Assessor will be responsible for media releases, meetings with representatives of the media, and appropriate public meetings.

The Professional Appraiser will provide news releases for use by the Assessor in notifying the property owners of the areas in which work is being conducted. In addition, the County Assessor will provide news releases covering general subjects about the reassessment project that will enhance public understanding of its purpose, objectives, and methods.

Response:

Indiana Assessment Service will provide news releases for use by the Assessor in notifying property owners of the areas in which work is being conducted.

19. CERTIFIED SUPERVISOR

The Professional Appraiser's project supervisor will be an individual who is certified as a Level II Assessor-Appraiser under I.C. 6-1.1-35.5. All personnel not so qualified will perform their responsibilities under the direct supervision of a Certified Level II Assessor-Appraiser.

20. IDENTIFICATION

All employees, agents, or subcontractors of the Professional Appraiser will carry a photo identification card bearing the signature of the individual. All automobiles used by the Professional Appraiser or its agents, employees, or subcontractors will be registered with the County Sheriff and local law enforcement agencies, as well as the County Assessor's Office.

21. PROFESSIONAL APPRAISER RESPONSIBILITIES

The Professional Appraiser will gather all information needed to determine true tax values and assessed values for certain specified properties for the March 1, 2012, or later assessment date. The Professional Appraiser will make a preliminary determination of the true tax value and assessed value for the properties all in accord with statutes, rules, and instructional bulletins or directives relating to those properties. The activities conducted by the Professional Appraiser will be referred to as a review.

The Professional Appraiser will provide technical assistance to the Assessor in connection with the 2012 General Reassessment required by I.C. 6-1.1-4-4 as requested and assigned by the authorized designate of the Assessor under the terms and provisions of this agreement in accordance with and furtherance of all rules governing the assessment of real property promulgated by the Department of Local Government Finance and all other applicable laws, statutes, ordinances, or administrative rules. All reviews will be supervised by or performed under this agreement by a Level II Assessor-Appraiser certified under I.C. 6-1.1-35.5.

A. Appraisal of Residential Structures. The Professional Appraiser will drive by and review each residential structure. Each property record card will be compared to the actual property for correctness of information. Any errors or omissions will be corrected with particular attention being given to room additions and added buildings. All residential auxiliary buildings will be counted and reviewed for correctness of labels, features, and obvious measurement errors as well as location in respect to the main structure.

Attention will be given to the age of the building in regard to the physical depreciation. The reviewer will explain any physical depreciation which would vary substantially to that which might normally be expected, based upon the age of the property, in a note. All depreciation, effective year, grades, conditions and land class use will be in accordance with the Indiana Real Property Assessment Guideline provided by the Department of Local Government Finance. The reviewer will provide notes on the property record card of any unusual conversations or happenings encountered in the field by the reviewer. The reviewer will provide a legible sketch; labeling all changes and dimensions also including the parcel number for all complex residential primary structures.

- B. Appraisal of Agricultural Property.** All houses located on agricultural property will be reviewed in the same method and format as houses located on residential properties.

A complete listing of all agricultural outbuildings will be obtained in the same manner and format utilized for residential auxiliary buildings. Particular care and attention will be paid to recently constructed agricultural structures and older agricultural structures which are no longer used.

- C. Appraisal of Commercial Property.** The Professional Appraiser will review the measurements and use of all commercial property, as well as review the listing component parts of the structure. Each property record card will be compared to the actual property for correctness of information. Any errors or omissions will be corrected. The Professional Appraiser will provide all information necessary for data entry by the County. The reviewer will provide a legible sketch drawn to scale; labeling all changes and dimensions also including the parcel number as requested by the Assessor.

- D. Appraisal of Industrial Property.** The Professional Appraiser will appraise all smaller industrial plants in a manner similar to Commercial property. Except for the largest of industrials, major plants will be measured and listed on a building by building basis. Each building will be shown on a separate property record card. The largest industrial properties will include a site plan drawn to scale showing relationship of the buildings to each other. The reviewer will provide a legible sketch; labeling all changes and dimensions also including the parcel number as requested by the Assessor.

- E. Appraisal of Utility Property.** The Professional Appraiser will appraise all utility buildings in a manner similar to Industrial property.

- F. Appraisal of Railroad (Non-operating) Property.** The Professional Appraiser will evaluate and appraise the land and buildings not required for the operation of the railroad, measuring and listing these structures in a manner

similar to all other classes of property.

G. Appraisal of Exempt Property. The Professional Appraiser will be responsible for appraisal of exempt property. For parcels which are to be priced as commercial or industrial parcels, exempt properties will be handled in the same manner as commercial or industrial properties.

The Professional Appraiser will be responsible to value all of the above property types in comparison to Market Value in Use as defined by the Department of Local Government Finance. This will include and is not limited to; correcting grades, conditions, effective year built, depreciation of all types (physical, functional and economic) and the correct valuing of the land.

Response:

Indiana Assessment Service will drive by and review each property class structure except where prohibited by fence, livestock, shrubbery, or other physical barrier. Each property record card will be compared to the actual property for correctness of information. Any errors or omissions will be corrected with particular attention being given to room additions and added buildings. All auxiliary buildings will be counted and reviewed for correctness of labels, features, and obvious measurement errors as well as location in respect to the main structure. Attention will be given to the age of the building in regard to the physical depreciation. The reviewer will provide a legible sketch drawn to scale; labeling all changes and dimensions also including the parcel number for all complex residential primary structures. Indiana Assessment Service will review the measurements and use of all commercial and industrial property, as well as review the listing component parts of the structure. Each property record card will be compared to the actual property for correctness of information. Any errors or omissions will be corrected. The reviewer will provide notes on the property record card of any unusual conversations or happenings encountered in the field by the reviewer. Indiana Assessment Service will provide all information necessary for data entry by the County. Indiana Assessment Service will recommend to the Assessor the True Tax Value as that term is defined in the 2012 Real Property Assessment Manual and Guidelines.

22. CLASSIFICATION OF PROPERTY

The Professional Appraiser will be responsible for the identification of each parcel of real property in accordance with the property class codes as established by the Department of Local Government Finance in the 2012 Real Property Assessment Guidelines.

Response:

Indiana Assessment Service will review the property class code on each property record card to verify accuracy; error of the property class code will be corrected.

23. ANNUAL ADJUSTMENT and VALUATION OF RES. RENTAL PROPERTIES

Annual Adjustment

The County Assessor will be responsible for completing the annual adjustment (trending) as instructed in 50 IAC 21 for 2010 payable 2011 and 2011 payable 2012 and 2012 payable 2013. The County will be responsible for table changes and for notifying the taxpayer of change in assessment.

A sales ratio study will be provided to the Vendor upon completion of the annual trending. This sales ratio study should be in an acceptable format as required by the Department of Local Government Finance. The Assessor will use this ratio study to assist in discrepancies with the sales ratio study performed by the Department of Local Government Finance

Valuation of Residential Rental Properties

The County Assessor will be responsible for establishing the Gross Rent Multiplier to be applied to residential rental properties consisting of 1 to 4 rental units. The County Assessor will determine the Gross Rent Multiplier by analyzing income and expense data and sales data from survey rental letters mailed by the Assessor to specific taxpayers. The County Assessor will be responsible for analyzing the three approaches to value (cost, sales and income) for residential rental properties consisting of 5 or more rental units and applying the lesser of the three approaches to value. The Assessor will mail survey letters to specific taxpayers. The County Assessor will provide all supporting documentation of the results of the Gross Rent Multiplier and the three approaches to value. This will apply to 2010 payable 2011 and 2011 payable 2012 and 2012 payable 2013.

24. NEW CONSTRUCTION

If the Professional Appraiser locates a building that is under construction at the time of a field inspection, a notation to that effect will be placed on the property record card indicating the estimated percentage of completion at the time of inspection. A special tag or label will be put on the property record card for future attention. If the construction is basically complete, values will be determined as if it were complete. The County Assessor will be responsible for measuring, listing and grading all new construction.

The County Assessor is responsible for new construction and removals for the assessment years 2010 and 2011 and 2012 in all property classes. The Assessor will be responsible to supply the Professional Appraiser with copies of property record cards showing the changes made.

Response:

When the field data collector of Indiana Assessment Service locates a building which is under construction at the time of a field investigation, a notation to that effect will be placed on the property record card indicating the estimated percentage of completion at the time of inspection along with the notations of all physical characteristics of the improvement.

25. QUALITY CONTROL AND PROJECT INSPECTION

The Assessor reserves the right to inspect the work being done by the Professional Appraiser at frequent intervals during the reassessment project, and/or the Assessor may assign one or more staff personnel to work with the Professional Appraiser to assure a high quality and thorough project.

The Professional Appraiser will also be required to have a program of quality control and re-inspection of parcels completed to assure that they are done in a high quality manner.

Response:

Indiana Assessment Service invites the Assessor or her staff to accompany the field data collector at the Assessor's request to review the quality of the field data collection. Indiana Assessment Service will make all staff available to the Assessor during the project.

26. INFORMAL HEARINGS

The Professional Appraiser will provide for informal hearings with taxpayers **before** the Form 11s are printed and mailed. The Professional Appraiser will include ten (10) person-days of hearing time as part of the basic bid. This will include the responsibility for re-inspection as may be required and for data corrections to individual parcels of real property based on a re-analysis and a re-inspection of parcels. The Professional Appraiser will provide fully trained personnel available for this process and for the purpose of conducting fieldwork relating to taxpayer inquiries.

The Professional Appraiser will specify a daily fee for additional days of informal hearing time (as may be required by the Assessor) beyond the ten (10) person-days included as part of the basic bid.

Response:

Indiana Assessment Service will provide ten (10) person-days of Technical Advice and Support for Informal Hearings with taxpayers before the Form 11s are printed and mailed as requested by the Assessor. These ten (10) person-days are included in the basic bid fee. Upon request of additional days by the Assessor, Indiana Assessment Service would expect an additional fee of \$600 per person per business day (excluding travel time to the Assessor's office).

27. TRAINING

The Professional Appraiser will provide appraisal training as required to the Assessor to assure that the appropriate personnel are knowledgeable of all phases of the reassessment project. The Professional Appraiser will provide training to field personnel under its control to assure conformance to job responsibility and skills required for data collection.

28. WORK PRODUCT DELIVERY

The Professional Appraiser will be responsible for the delivery of the following products to the Assessor at the completion of the reassessment project:

- A. Documentation of procedures used throughout the reassessment project.
- B. Return of all land maps.
- C. All field worksheets for each parcel of real and locally assessable property within the County that the Professional Appraiser is responsible for.
- D. All site drawings and property sketches.
- E. All discs containing digital photos.
- F. All material and documentation used in land pricing including all supporting materials.
- G. All documentation used to establish the Neighborhood Factor for the residential properties and all supporting materials.

29. PAYMENT SYSTEM

The Professional Appraiser will be paid as follows:

After the end of each month, the Professional Appraiser will submit a claim for payment for work done under the contract during that month. The amount of each monthly payment is subject to approval by the Assessor. Approval will be based on the progress reports submitted by the Professional Appraiser and on the Assessor's inspection of the Professional Appraiser's assessment records. The Assessor and the Professional Appraiser will agree upon an invoicing format that both parties are satisfied with prior to any payments by the County. Payment will

be made to the Professional Appraiser within thirty (30) days after approval by the Assessor.

If a performance bond is not required of the Professional Appraiser, the County will retain ten percent (10%) of the monthly invoice until satisfactory completion of the project. The County Executive will make payment of the retained amount to the Professional Appraiser within thirty (30) days after approval.

Response:

Indiana Assessment Service will submit Monthly Progress Reports to the Assessor for her review and approval of the status of the project.

Indiana Assessment Service understands, in lieu of a performance bond, the County will retain ten percent (10%) of the monthly invoice contractual fee until the Assessor determines the satisfactory completion of the project.

If all work is not completed under the contract by the completion date of the contract, then all further payments will be suspended at that time until all work have been completed. Payment of the suspended amount will be made to the Professional Appraiser within thirty (30) days after that certification.

Response:

Indiana Assessment Service understands the County will retain ten percent (10%) of the monthly invoice until the completion of the project stated as February 28, 2012.

30. PENALTY

If the Professional Appraiser should fail to complete the reassessment project by February 28, 2012, or later date defined by the State, that failure will be cause for a penalty payment by the Professional Appraiser in the amount of Two Hundred Dollars (\$200.00) per day beyond the completion date, Saturdays, Sundays, and holidays excluded. Such penalty will be deducted from the contract sum owed to the Professional Appraiser by the County. The completion date will be February 28, 2012. In the event the General Assembly changes any completion date or other changes not known at this time, the County Attorney will provide an addendum to the contract.

31. INSURANCE AND WORKERS' COMPENSATION

The Professional Appraiser will carry automobile, public liability and Workers' Compensation in the minimum amounts as follows:

TYPE	COVERAGE	AMOUNT
------	----------	--------

Automobile	Bodily Injury	\$100,000/\$300,000
Automobile	Property Damage	\$100,000
Public Liability		\$100,000/\$300,000
Workers' Compensation		Statutory Requirements

A certificate from an insurance carrier authorized to do business within the State of Indiana will be furnished to the County Assessor attesting to the above coverage. The Professional Appraiser will indemnify and save the Department of Local Government Finance, the County Assessor, the County, its officers, and all employees harmless from all claims, demands, payments, suits, actions, recoveries, and judgments of every kind and description brought or recovered against it by reason of any act or omission of the Professional Appraiser, its agents, or employees in the execution of this project.

32. MODIFICATIONS

The Assessor reserves the right to make modifications in these specifications which are mutually agreeable to the Professional Appraiser.

33. FORM OF CONTRACT

The form of contract prescribed by the Department of Local Government Finance will be used as a guideline to conform to these specifications.

Response:

If Indiana Assessment Service is awarded the bid, IAS will prepare the 2012 Real Property Reassessment Contract, using the model contract mandated by the Department of Local Government Finance, and submit to the Board of Commissioners for review and signatures.

34. BID SPECIFICATIONS

The above specifications and any subsequent addendum(s) will become a part of the contract.

35. DELAY

The Professional Appraiser and the County will not be liable for delays or performance failures resulting from and caused by acts beyond the control of the respective party. Such acts will include, but not be limited to, the following:

- Change of the tax lien date for implementation of the reassessment by the Indiana State Legislature or the Department of Local Government Finance.

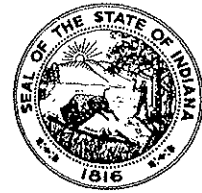
COST SUMMARY

For our services in accordance with all functions associated with the Vigo County 2012 Reassessment of Real Property with a begin date of July 1, 2010, and a completion date of February 28, 2012, Indiana Assessment Service would expect to receive the following fee:

Completion of the 2012 Reassessment:	\$598,950.00
(\$10.00 per parcel x 59,895 parcels)	



TERRY R. MODESITT
PROSECUTING ATTORNEY
OF VIGO COUNTY
VIGO COUNTY COURT HOUSE
33 SOUTH THIRD STREET, RM. 45
TERRE HAUTE, IN 47807
PHONE (812) 462-3305
FAX (812) 238-1096



May 25, 2010

To: Vigo County Council

From: Terry Modesitt, Prosecutor
Robert Roberts, Chief Deputy Prosecutor
Holly Silver, Child Support Office

RE: Title IV-D Office, Transfer of Funds

It is respectfully requested that the following issues be discussed at the Council Meeting:

We are requesting the council permit a funds transfer from **Office Machines (446-00) to Office Supplies (421-00) in the amount of \$3332.59** for the ordering of office supplies needed by the office. Also, requesting the transfer of **\$2.25 from Law Books (442-00) to Office Supplies (421-00)**, and **\$170.00 from Bonds (430-20) to Office Supplies (421-00)**.

Respectfully Submitted,

Robert E. Roberts
Chief Deputy Prosecuting Attorney
Vigo County, Indiana

Holly Silver
IV-D Administrator

RECEIVED
JUN 15 2010
Janet M. Agnew
AUDITOR VIGO COUNTY

TELEPHONE
(812) 462-3251

DAVID R. CROCKETT
TREASURER OF VIGO COUNTY

FAX
(812) 462-3279

VIGO COUNTY ANNEX
191 OAK STREET
TERRE HAUTE, INDIANA 47807

001-280

May 28, 2010

Dear Council Members,

I recently had my Head Deputy Clerk retire, with little notice, and unexpectedly.

In February of 2009 the Head Cashier retired, requiring me to move a Cashier Clerk to her position with no increase in Salary, along with most of her duties as Cashier Clerk, and moving some of her duties elsewhere. Now with the retirement of the Head Deputy Clerk I am requesting to replace her. I will be moving the Information Clerk to her position, with no increase in Salary, and would request to hire one new Information Clerk at approximately \$6000.00 less than the person that left. Increase workload, and the loss of two employees within a year creates this request. I realize we are trying to cut monies from the budget, and I have not requested additional appropriations for quite sometime. I also continue to look at ways to cut costs, and return money back to the County every year. The person who left was a 7-16 at \$30,046.00 per year salary; an entry-level clerk is a 7-1 at \$24,105.00.

INDIANA

I would very much appreciate your consideration.

Respectfully,



David R. Crockett
Vigo County Treasurer

RECEIVED
JUN 01 2010
Timothy M. Spence
AUDITOR VIGO COUNTY

VIGO COUNTY
2010 Salary Schedule

Step Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14
5	21,425	21,425	21,802	22,179	22,429	22,679	23,053	23,426	23,803	24,179	24,556	24,931	25,315	25,698
6	22,725	22,725	23,126	23,527	23,839	24,151	24,549	24,948	25,349	25,754	26,152	26,552	26,960	27,368
7	24,105	24,105	24,531	24,958	25,338	25,719	26,144	26,570	26,998	27,424	27,851	28,278	28,713	29,147
8	25,568	25,568	26,022	26,476	26,932	27,386	27,841	28,296	28,752	29,206	29,662	30,118	30,581	31,043
9	27,120	27,120	27,604	28,086	28,568	29,052	29,536	30,020	30,504	30,987	31,472	31,958	32,449	32,940
10	28,673	28,673	29,184	29,695	30,207	30,720	31,232	31,744	32,257	32,770	33,284	33,796	34,314	34,833
11	30,225	30,225	30,767	31,307	31,848	32,388	32,930	33,471	34,013	34,554	35,095	35,635	36,182	36,729
12	31,777	31,777	32,347	32,915	33,484	34,053	34,624	35,192	35,763	36,332	36,905	37,477	38,052	38,628
13	33,331	33,331	33,928	34,525	35,123	35,722	36,321	36,919	37,518	38,117	38,716	39,315	39,920	40,523
14	34,883	34,883	35,510	36,137	36,764	37,391	38,019	38,645	39,273	39,901	40,529	41,156	41,788	42,420
15	36,436	36,436	37,089	37,744	38,399	39,125	39,710	40,366	41,022	41,678	42,337	42,994	43,653	44,313
16	37,988	37,988	38,672	39,355	40,040	40,725	41,408	42,092	42,777	43,463	44,148	44,834	45,523	46,209
17	39,540	39,540	40,253	40,966	41,678	42,391	43,105	43,820	44,534	45,247	45,960	46,674	47,389	48,105
18	41,093	41,093	41,833	42,573	43,316	44,057	44,799	45,540	46,283	47,025	47,769	48,513	49,258	50,002
19	42,644	42,644	43,414	44,184	44,954	45,725	46,495	47,266	48,037	48,809	49,581	50,351	51,124	51,896
20	44,198	44,198	44,996	45,794	46,594	47,393	48,192	48,991	49,792	50,593	51,393	52,193	52,994	53,794
21	45,751	45,751	46,578	47,405	48,232	49,059	49,888	50,716	51,544	52,372	53,208	54,044	54,874	55,702
22	47,303	47,303	48,159	49,014	49,870	50,726	51,585	52,441	53,299	54,155	55,013	55,872	56,729	57,586
23	48,856	48,856	49,740	50,625	51,511	52,396	53,282	54,167	55,054	55,941	56,825	57,711	58,597	59,482
24	50,409	50,409	51,322	52,234	53,148	54,061	54,975	55,888	56,804	57,719	58,635	59,549	60,463	61,376
25	51,960	51,960	52,901	53,842	54,785	55,728	56,671	57,613	58,558	59,501	60,445	61,390	62,331	63,273

VIGO COUNTY
2010 Salary Schedule

Step ↑ Grade ↓	15	16	17	18	19	20	21	22	23	24	25	26	27	28
5	26,094	26,490	26,900	27,310	27,736	28,160	28,592	28,878	29,163	29,449	29,735	30,021	30,307	30,593
6	27,791	28,217	28,650	29,087	29,540	29,992	30,453	30,757	31,062	31,366	31,671	31,975	32,280	32,584
7	29,597	30,046	30,511	30,977	31,459	31,941	32,432	32,756	33,081	33,405	33,729	34,053	34,378	34,702
8	31,522	32,000	32,496	32,992	33,505	34,018	34,540	34,885	35,230	35,576	35,921	36,267	36,612	36,957
9	33,448	33,955	34,483	35,009	35,553	36,097	36,651	37,017	37,384	37,750	38,117	38,483	38,850	39,216
10	35,370	35,907	36,464	37,020	37,595	38,171	38,757	39,145	39,532	39,920	40,308	40,695	41,083	41,470
11	37,295	37,862	38,448	39,034	39,642	40,249	40,867	41,276	41,684	42,093	42,502	42,910	43,319	43,728
12	39,223	39,819	40,436	41,053	41,691	42,329	42,978	43,403	43,837	44,267	44,697	45,127	45,557	45,986
13	41,147	41,773	42,420	43,067	43,736	44,407	45,088	45,539	45,990	46,440	46,891	47,342	47,793	48,244
14	43,075	43,728	44,406	45,082	45,784	46,484	47,198	47,670	48,142	48,614	49,085	49,557	50,029	50,501
15	44,996	45,679	46,387	47,094	47,827	48,560	49,305	49,798	50,291	50,785	51,278	51,771	52,264	52,757
16	46,923	47,635	48,373	49,111	49,874	50,637	51,414	51,928	52,442	52,957	53,471	53,985	54,499	55,013
17	48,847	49,589	50,358	51,126	51,921	52,716	53,524	54,059	54,594	55,130	55,665	56,200	56,735	57,271
18	50,774	51,544	52,343	53,143	53,968	54,795	55,636	56,192	56,749	57,305	57,861	58,418	58,974	59,530
19	52,696	53,497	54,324	55,153	56,011	56,869	57,741	58,318	58,895	59,473	60,050	60,628	61,205	61,782
20	54,623	55,453	56,312	57,170	58,060	58,949	59,853	60,452	61,051	61,649	62,248	62,846	63,445	64,043
21	56,562	57,421	58,310	59,199	60,120	61,041	61,977	62,596	63,216	63,836	64,456	65,075	65,695	66,315
22	58,473	59,362	60,281	61,201	62,153	63,104	64,072	64,713	65,354	65,994	66,635	67,276	67,916	68,557
23	60,401	61,317	62,267	63,216	64,199	65,183	66,182	66,844	67,506	68,167	68,829	69,491	70,153	70,815
24	62,323	63,269	64,249	65,229	66,244	67,258	68,290	68,973	69,655	70,338	71,021	71,704	72,387	73,070
25	64,250	65,225	66,236	67,245	68,291	69,337	70,399	71,103	71,807	72,511	73,215	73,919	74,623	75,327

VIGO COUNTY
2010 Salary Schedule

Step Grade	29	30	31	32	33	34	35	36	37	38	39	40	41
5	30,879	31,165	31,451	31,765	32,083	32,404	32,728	33,055	33,386	33,720	34,057	34,397	34,741
6	32,889	33,193	33,498	33,833	34,171	34,513	34,858	35,207	35,559	35,914	36,273	36,636	37,003
7	35,026	35,351	35,675	36,032	36,392	36,756	37,124	37,495	37,870	38,249	38,631	39,017	39,407
8	37,303	37,648	37,994	38,374	38,757	39,145	39,536	39,932	40,331	40,734	41,142	41,553	41,969
9	39,583	39,949	40,316	40,719	41,126	41,537	41,953	42,372	42,796	43,224	43,656	44,093	44,533
10	41,858	42,245	42,633	43,059	43,490	43,925	44,364	44,808	45,256	45,708	46,165	46,627	47,093
11	44,136	44,545	44,954	45,403	45,857	46,316	46,779	47,247	47,719	48,197	48,678	49,165	49,657
12	46,416	46,846	47,276	47,748	48,226	48,708	49,195	49,687	50,184	50,686	51,193	51,705	52,222
13	48,695	49,146	49,597	50,092	50,593	51,099	51,610	52,126	52,648	53,174	53,706	54,243	54,785
14	50,973	51,445	51,917	52,437	52,960	53,490	54,025	54,566	55,111	55,662	56,219	56,781	57,349
15	53,250	53,743	54,236	54,778	55,326	55,879	56,438	57,002	57,572	58,148	58,730	59,317	59,910
16	55,527	56,041	56,556	57,121	57,692	58,269	58,852	59,440	60,035	60,635	61,242	61,854	62,473
17	57,806	58,341	58,876	59,465	60,060	60,660	61,267	61,880	62,498	63,123	63,755	64,392	65,036
18	60,087	60,643	61,199	61,811	62,430	63,054	63,684	64,321	64,964	65,614	66,270	66,933	67,602
19	62,360	62,937	63,515	64,150	64,791	65,439	66,094	66,754	67,422	68,096	68,777	69,465	70,160
20	64,642	65,240	65,839	66,497	67,162	67,834	68,512	69,197	69,889	70,588	71,294	72,007	72,727
21	66,935	67,555	68,174	68,856	69,545	70,240	70,942	71,652	72,368	73,092	73,823	74,561	75,307
22	69,198	69,839	70,479	71,184	71,896	72,615	73,341	74,074	74,815	75,563	76,319	77,082	77,853
23	71,476	72,138	72,800	73,528	74,263	75,006	75,756	76,514	77,279	78,052	78,832	79,620	80,417
24	73,753	74,436	75,119	75,870	76,629	77,395	78,169	78,950	79,740	80,537	81,343	82,156	82,978
25	76,031	76,735	77,439	78,214	78,996	79,786	80,584	81,390	82,204	83,026	83,856	84,694	85,541



ROLAND M. KOHR, M.D.

VIGO COUNTY CORONER

183 Oak Street
Terre Haute, IN 47807
(812) 462-3360

May 19, 2010

001-080

Honorable Tim Seprodi:

Please place this request before the Vigo County Council for attention at their meeting on June 22, 2010.

As of Monday of this week May 17, 2010, I was informed by one of my deputy's that he is no longer going to be able to keep the Deputy Coroner position. Due to changes in his schedule he is going to resign that position.

We do have a replacement for him. As you well know we took the Chief Deputy position and cut that salary in half to hire to deputies at no extra cost to the County. I would like to put this new deputy in place as soon as possible so that we maintain adequate coverage.

Thank you for your assistance in this matter.

Sincerely,

Roland M. Kohr, MD
Vigo County Coroner

RECEIVED
MAY 20 2010
Timothy M. Seprodi
AUDITOR VIGO COUNTY

I apologize for the late request, but I was only informed Monday by my deputy's decision to resign.



Vigo County Highway Department

3250 E. Haythorne Avenue, Terre Haute, Indiana 47805

Telephone: (812) 466-9635

Fax: (812) 460-1590

June 14, 2010

Vigo County Auditor
131 Oak Street
Terre Haute, IN 47807

RE: Personnel Committee


I respectfully request to see the personnel committee regarding a pay discrepancy at the Highway Department.

The records in the Auditor's office indicate that in 2006 a change was made so that a Mechanic would make the same hourly wage as an Operator. That change was approved and maintained until the current year where a Mechanic is making .02/hour less than an Operator.

I would appreciate getting in as soon as possible so that we can rectify this situation.

Thank you.

Sincerely


Gerald L. Lindsay
Superintendent



June 8, 2010

Mr. Tim Seprodi
Vigo County Auditor
Vigo County Annex
Terre Haute, IN 47807

Dear Tim,

Vigo County Air Pollution Control would like for you to schedule a meeting with our department and the Vigo County Council Personnel Committee at the next available time.

Vigo County Air Pollution Control is again pursuing being placed on the Payroll Steps and Grade system, to be consistent with other Vigo County employees.

Please advise as soon as possible what date the meeting will be. Thank you in advance for your help on our behalf.

Sincerely,

A handwritten signature in cursive script that reads "Debra Reeves".

Debra Reeves
Administrative Assistant

Copy: Vigo County Commissioners
Ryan Oiler